



Academic Freedom and Collective Bargaining:

**A Joint Report by the National Center
for the Study of Collective Bargaining in
Higher Education and the Professions
and the AAUP's Center for the Defense of
Academic Freedom**

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March 2026

The National Center for the Study of Collective Bargaining in Higher Education and the Professions, Hunter College, City University of New York, and the American Association of University Professors' Center for the Defense of Academic Freedom.

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Accessibility Statement

We are committed to ensuring digital accessibility for people with disabilities. The forty-five collective bargaining agreements linked in this report were created by higher education institutions and unions. The agreements were received directly from institutions and unions or were downloaded from their websites. Steps have been taken to partially remediate the linked agreements to help ensure they can be read by a screen reader and they have been autotagged using Adobe Acrobat Pro. Upon request,

a fully remediated version of an agreement linked in the report will be provided. Such requests can be made by email to National Center Administrator Michelle Savarese, msavares@hunter.cuny.edu, or by regular mail to the National Center for the Study of Collective Bargaining in Higher Education and the Professions, Hunter College, City University of New York, 695 Park Avenue, East 68th Street Campus, East Building 1440, New York, New York 10065

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INTRODUCTION

This report is a joint publication of the National Center for the Study of Collective Bargaining in Higher Education and the Professions at Hunter College (National Center) and the Center for the Defense of Academic Freedom (CDAF) at the American Association of University Professors. It presents excerpts from forty-five collective bargaining agreements in higher education to demonstrate the wide range of ways academic freedom is defined in contracts, or not, and how the negotiated definitions incorporate, quote, follow, mirror, or deviate from the principles set forth in the 1940 *Statement of Principles on Academic Freedom and Tenure* (hereinafter *1940 Statement*).

A. The Report's Purpose and Scope

The report is an initial industry-wide overview of the contractual codification of academic freedom for faculty and other academic workers throughout higher education. It includes forty-five excerpts from contracts hyperlinked in the [National Center's 2024 Directory of Bargaining Agents and Contracts in Institutions of Higher Education](#) (2024 *Directory*) and its [Contract Research Site](#), the largest collection of data about collective bargaining in higher education. Of the 813 contracts hyperlinked in the 2024 *Directory*, a total of 615 distinct contracts were found to mention academic freedom.

This report provides examples and analyses of forty-five of those contracts aimed at reflecting the diverse ways academic freedom has been negotiated in collective bargaining agreements (see section 4). The report sets the stage for future research and analysis of the complete dataset of negotiated agreements with academic freedom provisions.

At a time when academic freedom is under siege for many, there is growing recognition that collective bargaining can play an important role in protecting it. However, by providing this wide range of examples of existing contractual language, we do not contend that enforceable contract provisions are the

only or best means for protecting academic freedom on campus. Traditional professional peer review of competence, institutional policies and procedures, and court litigation constitute other means for resolving academic freedom issues. Yet, with the vast majority of faculty today having no job security, or even an expectation of such security, enforceable contract clauses might be the best answer to the rhetorical question of whether contingent faculty have academic freedom.¹

That being said, few scholars have turned their attention to the ways collective bargaining has been and can be used to protect the special academic freedom needs of non-tenure-track faculty, postdoctoral scholars, and graduate student employees. Similarly, scholars have not examined the contractual codification of academic freedom rights of institutions and students.

The report is designed to be a useful tool to understand how academic freedom protections have been bargained. A more comprehensive analysis of the scholarship and precedent awaits future scholarship.

Section 4 analyzes excerpts from contract language pertaining to academic freedom from current or recent contracts involving a wide range of institutional types and sectors, national union affiliates, and bargaining unit composition types. These excerpts are intended to assist negotiators and scholars engaged in or studying collective bargaining in higher education. The samples are not exhaustive and are meant only to provide examples that can be used if an institution and union decide to bargain over academic freedom.

By its very nature, collective bargaining is an interactive process that includes proposals and counterproposals from both sides with frequent compromises and trade-offs. Bargaining outcomes are impacted by the applicable legal framework, which can vary from state to state, the power dynamic between the parties, and the proposals made at the bargaining table. The relative power of

¹ See Hank Reichman, "Do Adjuncts Have Academic Freedom? or Why Tenure Matters: The Costs of Contingency," *Academe*, Winter 2021, <https://www.aaup.org/academe/issues/winter-2021/do-adjuncts-have-academic-freedom-or-why-tenure-matters>.

the parties in negotiations will be shaped by union and institutional priorities, the active involvement of union members, the history of the bargaining relationship, and bargaining unit composition (tenured and tenure-track or non-tenure-track faculty members, for example).

A negotiated provision can enhance protections with a broad definition of academic freedom and enforcement through a grievance procedure ending in binding arbitration. Binding arbitral resolution of disputes has many advantages but requires contracts that clearly define academic freedom and arbitrators with special knowledge and training about higher education.

Negotiated academic freedom provisions, however, can also narrow the scope of protected expression to classroom teaching within the course curriculum, conflate academic freedom with constitutionally protected free speech, and impose responsibilities and limitations on faculty beyond traditional norms.

As discussed in sections 1 and 2, the debate over whether academic freedom should be negotiable has a long history. Some states today treat academic freedom as a nonmandatory subject in public sector negotiations, while certain states prohibit the arbitration of academic freedom issues at public colleges and universities.

The outcome of negotiations over academic freedom protections, therefore, do not always fully reflect the principles or perspectives of either party. Instead, the results of a negotiated contract represent the agreed-upon approach to academic freedom necessary to reach a complete final agreement once the respective positions of the parties have been modified. Likewise, the parties may intentionally exclude or limit the protections of academic freedom due to an inability to agree upon a common definition or an enforcement mechanism.

Similarly, a final agreement might codify academic freedom, but the import of that language will be undermined if a contract lacks a mechanism for resolving disputes short of court litigation. Those mechanisms can include binding arbitration or a peer judgment review process, a just cause provision, and a disciplinary process.

As a result, this report refrains from making value judgments about the excerpted negotiated outcomes because the circumstances that led to each agreement are unknown. Textualism alone, in other words, is rarely sufficient for interpreting the terms of a collective bargaining agreement. Nevertheless, the central importance of the wording of an academic freedom provision cannot be overstated. An arbitrator selected by the parties to resolve a contract dispute will make a binding interpretation of that provision based on its exact wording.

It should also be noted that this report does not analyze the content of faculty handbooks or institutional policies on academic freedom except when such policies are incorporated or referenced in one of the forty-five excerpted academic freedom clauses. Nor does it analyze academic freedom clauses in the context of management rights clauses and an arbitrator's authority to remedy a grievance.

We encourage readers to make their own judgments about particular contract provisions based on considerations that include whether the contract's definition (or lack thereof) of academic freedom incorporates the AAUP's 1940 *Statement*, referenced, quoted, or its principles codified; whether academic freedom is enforceable through grievance arbitration procedures and the scope of the arbitrator's remedial authority; whether a peer review process is incorporated into the procedure; whether faculty have tenure or similar just cause protections; whether the agreement provides for notice and opportunity to be heard prior to nonrenewal or discipline; whether educational policies and decisions are referenced for the institution; and whether discipline is subject to a just cause or similar standard and a negotiated disciplinary procedure.

B. Overview of the Report

The first section of the report provides an overview of the scholarly literature about negotiating academic freedom provisions through collective bargaining. It first introduces the debate about the relative merits of including academic freedom in collective bargaining agreements before turning to previous studies of academic freedom and collective bargaining, including surveys of academic freedom provisions in collectively negotiated

agreements. The second section includes a review of administrative legal precedents on the negotiability and arbitrability of academic freedom and a review of arbitral authority concerning academic freedom, both of which can impact negotiations and enforcement of a provision. The third section provides a methodological overview of the creation of the National Center's [2024 Directory](#) as well as a discussion of how the contracts included in this database were coded for academic freedom. The section also provides a descriptive overview of the 615 contracts that include academic freedom language. The fourth section includes contract excerpts and descriptions of academic freedom provisions from forty-five contracts. In the report's conclusion, we propose a nationwide training program on the principles of academic freedom, as well as best practices for negotiating and enforcing those principles through collective bargaining and other means.

It is our hope that this report will serve as a resource and reference for those negotiating academic freedom protections in higher education as well as a jumping-off point for future research and discussions about collective bargaining and academic freedom.

C. Organization Descriptions

1. The National Center for the Study of Collective Bargaining in Higher Education and the Professions

The National Center is an interdisciplinary labor-management research center at Hunter College, City University of New York. Since its founding in 1972, the National Center has served as a research center dedicated to studying the use of collective bargaining as a form of workplace democracy. Its work is grounded in the belief that collective bargaining is an important means to advance higher education and to improve working conditions at colleges and universities. It believes that the study of collective bargaining is essential for a knowledge-based dialogue concerning labor-management and educational issues and is critically important for reasoned societal debate that will lead to social progress.

The National Center's Board of Advisors includes administrators from higher education institutions and representatives from national unions, including the AAUP, as well as regional unions representing faculty members, postdoctoral scholars, graduate and undergraduate student employees, and staff in higher education. Over the decades, the National Center has published studies and organized conference panels relating to collective bargaining and academic freedom.

This report on academic freedom clauses is a continuation of research that led to the publication of the National Center's *2024 Directory*, its *Anti-Discrimination Clauses in Higher Education Collective Bargaining Agreements* report, as well as the establishment of its Contract Research Site, a contribution-based site for researching collective bargaining agreements in higher education.

The National Center acknowledges the PSC-CUNY Research Grant Program and the AAUP Foundation for their financial support of its research.

2. The American Association of University Professors' Center for the Defense of Academic Freedom

The AAUP is a union and membership association of faculty and other academic professionals. Its mission is to advance academic freedom and shared governance; to define fundamental professional values and standards for higher education; to promote the economic security of faculty, academic professionals, graduate students, postdoctoral fellows, and all those engaged in teaching and research in higher education; to help the higher education community organize to make these goals a reality; and to ensure higher education's contribution to the common good. Founded in 1915, the AAUP has helped to shape American higher education by developing the standards and procedures that maintain quality in education and academic freedom in this country's colleges and universities. Since August 2022, the AAUP has been affiliated with the American Federation of Teachers (AFT).

The AAUP created the Center for the Defense of Academic Freedom (CDAF) in 2024 with the mission of preserving and expanding conditions that make it possible for faculty to work, teach, learn,

create, and share knowledge in ways that promote the common good. CDAF works to build partnerships and to serve as a resource and knowledge hub for those seeking to build a flourishing higher education system, rooted in institutional autonomy, workplace democracy, and freedom from coercion and external interference. In this capacity, it has published resources and reports that serve as both an evidentiary basis for this work as well as useful tools in the defense of academic freedom.

D. Contributors to the Report

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E. Acknowledgments

The National Center and CDAF thank the following individuals who participated in the coding of the contracts with academic freedom provisions: Daniel Cronin, Ariana Gonzalez, Daniel Iskhakov, Kathryn Ritchie, Jenna Salem, and Erin Ward. We also must thank CDAF Program Coordinator Kathryn Taylor for helping shepherd this report to completion and Andi Counts, Veridian Design Group Ltd., for work on its design. We also acknowledge the major roles played by York College Professor Jacob Apkarian and CUNY doctoral candidate in sociology Joseph van der Naald in developing the National Center's database and the 2024 *Directory*. Lastly, we thank the many contributions of National Center administrator Michelle Savarese, and Susan Kelly and her extraordinary team at Microsearch for the Contract Research Site.

SECTION 1:

SCHOLARLY LITERATURE ON ACADEMIC FREEDOM AND COLLECTIVE BARGAINING

This section is a summary review of the scholarly literature concerning academic freedom and collective bargaining. It is based on a more in-depth consideration of the literature that will appear in subsequent scholarship.

A. The Debate over Whether Academic Freedom Should Be Collectively Bargained

Modern understandings of academic freedom in the United States are grounded in the 1940 *Statement* coauthored by the AAUP and the Association of American Colleges.² Endorsed by more than 280 organizations, the statement was adopted by numerous institutions, helped create the modern tenure system, and established the foundational principles of academic freedom. Although the conception of academic freedom in this country predates its judicial recognition and has developed largely outside of it, the threat of reputational harm caused by being found in violation of AAUP-supported principles and standards has helped to spread them across higher education.

In the 1960s, the arrival of de jure collective bargaining raised new questions about academic freedom and whether it should be subject to bargaining. The debate within the AAUP arose in the context of the success of the National Education Association (NEA) and the American Federation of Teachers (AFT) in becoming the exclusive representatives of tenure stream and contingent faculty bargaining units at community colleges in Wisconsin, Michigan, Illinois, and New York.³

Those who supported bargaining for academic freedom saw it as an important mechanism that could help ensure that those principles and rights were upheld. Others, including many AAUP leaders in the late 1960s and 1970s, believed that academic freedom was beyond bargaining and worried that once it could be bargained for, it could be bargained away. While AAUP first vice president Carl M. Stevens supported collective bargaining, he acknowledged that “like other forms of government, it can operate to secure academic freedom and related values or to sacrifice and attenuate those values.”⁴

In 1972, Joseph W. Gabarino captured the fundamentals of this debate, as well as the path that had already started to emerge: “Some analysts feel that there are certain critical matters, e.g., academic freedom and tenure, which are so firmly established as academic traditions as to be, in effect, nonnegotiable. They argue that their inclusion in a contract does not guarantee their inviolable status, as the unions believe, as much as it implies that they are indeed negotiable. The unions unanimously take the pragmatic position that there are no principles that are in fact inviolable under pressure and that converting all elements of trustee policy into contractual provisions is a desirable goal. One official described the process as ‘writing the faculty handbook into the contract.’”⁵

Despite these divergent views, academic freedom was already appearing in union contracts and has continued to do so since. By 1973, the AAUP had accepted that bargaining could be a vehicle to uphold the 1940 *Statement*, and it encouraged units it represented to work to write its principles,

2 The latter organization is now known as the American Association of Colleges and Universities.

3 William A. Herbert and Joseph van der Naald, “So Many Roads, So Much at Stake: The Composition of Faculty Bargaining Units,” in *Contingent Faculty and the Remaking of Higher Education: A Labor History*, ed. Eric Fure-Slocum and Claire Goldstene (University of Illinois Press, 2024), 180.

4 Carl M. Stevens, “A Statement in Support of the Council’s Position,” in *Council Position on Collective Bargaining*, *AAUP Bulletin* 58, no. 1 (1972): 56.

5 Joseph W. Gabarino, “Faculty Unionism from Theory to Practice,” *Industrial Relations: A Journal of Economy and Society* 11, no. 11 (1972): 12.

including on academic freedom, into contracts “as explicit guarantees.”⁶

The subsection below provides a brief overview of the existing research literature on academic freedom outcomes and collective bargaining in two ways. First, it considers the general studies on the relationship between bargaining and academic freedom; it then focuses more specifically on those that address the topic at the center of this report: academic freedom language in collective bargaining agreements.

B. Studies of the Relationship Between Collective Bargaining and Academic Freedom

As the AAUP moved toward unionization, academic researchers began to study both the causes and effects of unionization in higher education—so many did so that in 1980 Martin J. Morand and Donald S. McPherson noted “the creation of a new industry—academic studies of academic unionism.”⁷ Much of this work considered the economic outcomes of bargaining. Other studies considered unionization’s effects on shared governance, campus climate, tenure, grievance procedures, and faculty satisfaction. Even though academic freedom has been identified as a key area by a variety of bargaining agents, relatively little of the existing research has examined the relationship between bargaining and academic freedom.⁸

Several studies examining the reasons for unionization or union election voting behaviors have

pointed to concerns about academic freedom as a contributing factor. A. Dale Allen Jr.’s 1972 survey, for example, found that faculty in Kansas ranked academic freedom as the second-most important issue for bargaining, after compensation.⁹ The following year, George W. Angell pointed to the political and social unrest of the 1960s and claimed that “perhaps the most telling factor leading to unionism . . . was the lack of academic freedom on some campuses.”¹⁰ In 1980, Tove Helland Hammer and Michael Berman found in their sample of faculty at a private college in the Northeast that 7.7 percent of faculty who voted for unionization listed academic freedom as the most important issue for bargaining; 42.3 percent indicated faculty decision-making power was the most important.¹¹ Yet, in both 1982 and 1986, Sahab Dayal found that the protection of academic freedom was the most important goal among faculty who had unionized at Central Michigan University.¹² In a 1985 study of two votes at New York University, Deane G. Bornheimer found that satisfaction with working conditions including academic freedom was predictive of a union vote.¹³ Together, these and other studies demonstrate that faculty are concerned about academic freedom when they consider unionizing and bargaining, but it is not always the overriding concern.

Despite the interest in academic freedom among faculty unionists, there is little research on the effects of unionization on the climate for academic freedom, and what does exist comes to mixed conclusions.¹⁴ In 1973, Robert K. Carr and Daniel K. VanEyck, for example, warned that the lack of uniform academic freedom language in contracts had the potential to damage academic freedom

6 AAUP, “Statement on Collective Bargaining,” *AAUP Bulletin* 59, no. 2 (1973): 167.

7 Martin J. Morand and Donald S. McPherson, “Unionism’s Effect on Faculty Pay: Handicapping the Available Data,” *Monthly Labor Review* 103, no. 6 (June 1980): 34.

8 Timothy Reese Cain, *Campus Unions: Organized Faculty and Graduate Students in U.S. Higher Education*, ASHE Higher Education Report 43, no. 3 (Jossey-Bass, 2017).

9 A. Dale Allen Jr., “Organizing the Eggheads: Professors and Collective Bargaining,” *Labor Law Journal* 23, no. 10 (1972): 612.

10 George W. Angell, “Two-Year College Experience,” in *Faculty Unions and Collective Bargaining*, ed. Edwin D. Duryea and Robert S. Fisk (Jossey-Bass, 1973), 90.

11 Tove Helland Hammer and Micheal Berman, “The Role of Noneconomic Factors in Faculty Union Voting,” *Journal of Applied Psychology* 66, no. 4 (1981): 418.

12 Sahab Dayal, “Faculty Unionism and Bargaining Attitudes and Perceptions: A Case Study of Central Michigan University,” *Labor Law Journal* 33, no. 8 (1982): 554–60; Sahab Dayal, “Faculty Unionism and Bargaining Goals: Evidence from the Public Sector,” *Journal of Collective Negotiations in the Public Sector* 15, no. 4 (1986): 347–56.

13 Deane G. Bornheimer, “Conditions Influencing Faculty Voting in Collective Bargaining Elections,” *Research in Higher Education* 22, no. 3 (1985), 291–305.

14 Christine M. Wickens, “The Organizational Impact of University Labor Unions,” *Higher Education* 56, no. 5 (2008): 553–54.

but that there was “no evidence” that it had.¹⁵ A few years later, in a review of existing literature, Michael W. Nicholson likewise found that “no evidence exists to suggest that collective bargaining has adversely affected academic freedom,” though he also warned that it was a possibility.¹⁶ In their study comparing views of faculty at bargaining and nonbargaining institutions, Robert Birnbaum and Deborah Inman concluded that bargaining had little effect on perceptions of academic freedom or other campus climate conditions.¹⁷ A survey of college and university presidents by Bennie J. Wilson III, William H. Holley, and John S. Martin found that few believed that bargaining would improve the conditions for academic freedom after a campus had unionized.¹⁸ A single campus study by Dean Elmuti and Yunus Kathawala found that 32 percent of bargaining unit members were satisfied with the unit’s influence on academic freedom, 38 percent were dissatisfied, and 30 percent maintained that it had no influence.¹⁹

Several studies have taken a qualitative approach to bargaining and academic freedom at specific institutions. Gerald Turkel, for example, detailed how collective bargaining and university senate efforts helped provide greater academic freedom protections for non-tenure-track professors at the University of Delaware. Indeed, through bargaining, full-time non-tenure-track faculty gained the “contractual right to academic freedom and the same enforcement provisions of the CBA (collective bargaining agreement) as their tenure-track and tenured colleagues.”²⁰ Stephen Aby and Dave Witt provided an in-depth “cautionary tale” about negotiating academic freedom in their case

study of the University of Akron. They examined multiple attempts by the administration to reduce protections, often by linking academic freedom to legal rulings, such as the United States Supreme Court’s decision in *Garcetti v. Ceballos*,²¹ which, they argued, could create instability and undermine faculty rights. While the Akron-AAUP secured more favorable language, the experience showed how fraught negotiating academic freedom can be.²²

A very different type of study explored how unionization and collective bargaining appeared in fifty years of investigative reports by the AAUP’s Committee A on Academic Freedom and Tenure. Timothy Reese Cain found that, of the 190 reports published between 1970 and 2019, unionization or bargaining was implicated in forty-seven (24.7 percent), though in multiple ways. In some cases, for example, faculty were dismissed for their union or organizing work, other cases highlighted shortcomings in union contract language, and yet others found violations of strong academic freedom provisions. Cain further detailed responses to AAUP investigations, campus reactions to their findings, critiques of the AAUP for its union work, and contextual issues involving unions, academic freedom, and the AAUP. His analysis of the case record demonstrated that despite bargaining successes, unionization has also led to the targeting of faculty activists while not guaranteeing full faculty rights.²³

Little research exists, other than contract studies discussed below, on the relationship between collective bargaining and academic freedom for graduate employees or postdoctoral workers,

15 Robert K. Carr and Daniel K. VanEyck, *Collective Bargaining Comes to the Campus* (American Council on Education, 1973), 278.

16 Michael W. Nicholson, “Effects of Faculty Bargaining,” *Journal of the College and University Personnel Association*, no. 2 (1977): 41.

17 Robert Birnbaum and Deborah Inman, “The Relationship of Academic Bargaining to Changes in Campus Climate,” *Journal of Higher Education* 55, no. 5 (1984): 613.

18 Bennie J. Wilson III, William H. Holley, and John S. Martin, “Effects of Faculty Unions on Administrators’ Attitudes Toward Issues in Higher Education,” *Journal of Collective Negotiations in the Public Sector* 12, no. 3 (1983): 236–37.

19 Dean Elmuti and Yunus Kathawala, “Full-Time University Faculty Members’ Perceptions of Unionization Impact on Overall Compensation Dimensions,” *Journal of Research and Development in Education* 24, no. 2 (1991): 13.

20 Gerald Turkel, “Collective Bargaining, Shared Governance, and Academic Freedom: Creating Policies for Full-Time Non-Tenure-Track Faculty at the University of Delaware,” *Journal of Academic Freedom* 8 (2017): 16–17, <https://www.aaup.org/JAF8/collective-bargaining-shared-governance-and-academic-freedom-creating-policies-full-time-non-tenure-track-faculty-at-the-university-of-delaware>; see also Joan DeFattore, “Defending Academic Freedom in the Age of Garcetti,” *Academe*, January–February 2011, <https://www.aaup.org/academe/issues/2011-issues/defending-academic-freedom-age-garcetti>.

21 547 U.S. 410 (2006).

22 Stephen Aby and Dave Witt, “Negotiating Academic Freedom: A Cautionary Tale,” *Journal of Academic Freedom* 3 (2012), <https://www.aaup.org/sites/default/files/Aby.pdf>.

23 Timothy Reese Cain, “Collective Bargaining and Committee A: Five Decades of Unionism and Academic Freedom,” *Review of Higher Education* 44, no. 1 (2020): 57–85.

though opponents to graduate student worker bargaining often claimed that it would threaten faculty members' academic freedom.²⁴ In 2003, Gary Rhoades and Robert A. Rhoads found that graduate unions rarely discussed academic freedom or related professional issues on their websites.²⁵ Sean E. Rogers, Adrienne E. Eaton, and Paula B. Voos's 2013 study based on surveys of unionized and nonunionized graduate workers at eight institutions found little differences in perceptions of academic freedom.²⁶

All told, this research on collective bargaining is suggestive rather than definitive. Christine M. Wickens, in her 2008 review of the literature, noted the increased use of language related to academic freedom in union contracts (discussed in more detail below) and highlighted that it could become a central concern in organizing and priority in bargaining. At the same time, she wrote, "given the limited amount of research focused exclusively on this issue, it is difficult to say whether academic freedom has been enhanced by faculty unionization."²⁷ Robert O'Neil noted that the "relationship between academic freedom and collective bargaining is not easily generalized," pointing to strengths in much contract language but also describing two occasions when the AAUP had censured an administration for violating academic freedom even though it had followed procedures that an AAUP chapter had bargained.²⁸ As Judith Wagner DeCew sanguinely noted, "The effects of faculty unions on faculty governance and academic freedom are varied and complex, but generally positive."²⁹

C. Prior Studies of Academic Freedom Clauses in Faculty Collective Bargaining Agreements

Since the beginning of collective bargaining in higher education, scholars and other stakeholders have examined samples of contracts to understand the scope of bargaining and the content of contract provisions. Many of these studies have included academic freedom among the items considered.

In 1970, for example, both the National Education Association and the Michigan Community College Association (MCCA) examined samples of contracts from Michigan, identifying management rights clauses, academic freedom language, and other features. In the MCCA's study, nineteen of the twenty (95 percent) contracts included management rights clauses, while sixteen of the twenty (80 percent) included academic freedom either broadly defined or narrowly related to teaching. In 1971, Michael H. Moskow used the MCCA's data to highlight the range of provisions "from very general to detailed statements."³⁰ The following year, Terence N. Tice compared bargained agreements from five colleges, each of which mentioned academic freedom with varying degrees of specificity.³¹ In addition, Tice nicely summarized the challenges involved with definitions of academic freedom in collective bargaining contracts: "The chief difficulty in defining academic freedom is the risk of saying too much or too little," conceding that the 1940 *Statement* "probably comes closest to meeting the difficulty."³²

24 See, for example, Joshua Rowland, "Forecasts of Doom: The Dubious Threat of Graduate Teaching Assistant Collective Bargaining to Academic Freedom," *Boston College Law Review* 42, no. 4 (2001): 941–966; Elizabeth Butler Baum, "NLRB Refuses to Harm Academic Freedom by Permitting Graduate Student Assistants to Unionize," *Mercer Law Review* 56, no. 2 (2005): 793–804. See also *Jurisdiction-Nonemployee Status of University and College Students Working in Connection with Their Studies*, 84 Fed. Reg. 49691-01 (Proposed September 23, 2019) (proposed NLRB rule, since withdrawn, would have eliminated collective bargaining rights for graduate assistants, in part, because of its alleged threat to academic freedom).

25 Gary Rhoades and Robert A. Rhoads, "The Public Discourse of U.S. Graduate Employee Unions: Social Movement Identities, Ideologies, and Strategies," *Review of Higher Education* 26, no. 2 (2003): 182.

26 Sean E. Rogers, Adrienne E. Eaton, and Paula B. Voos, "Effects of Unionization on Graduate Student Employees: Faculty-Student Relations, Academic Freedom, and Pay," *ILR Review* 66, no. 2 (2013): 487–510.

27 Wickens, "Organizational Impact," 554.

28 Robert O'Neil, *Academic Freedom in the Wired World: Political Extremism, Corporate Power, and the University* (Johns Hopkins University Press, 2008), 40–41.

29 Judith Wagner DeCew, *Unionization in the Academy: Visions and Realities* (Rowman and Littlefield, 2003), 64.

30 Michael H. Moskow, "The Scope of Collective Bargaining in Higher Education," *Wisconsin Law Review* 1 (1971): 52.

31 Terence N. Tice, *Faculty Power: Collective Bargaining on Campus* (Institute of Continuing Legal Education, 1972), 302.

32 Tice, *Faculty Power*, 302.

Numerous studies of contract language followed in the 1970s and 1980s, reporting the inclusion of academic freedom language in between 65 percent and 80 percent of the contracts considered.³³ An analysis of more than 120 contracts by the National Center in 1976, for example, found that 73.3 percent included academic freedom clauses. As did other studies, the report assessed the inclusion of 1940 *Statement* language: twenty-five of the thirty-one agreements (81 percent) at four-year colleges and fifty-one of the sixty agreements (85 percent) at two-year colleges that mentioned academic freedom attached, quoted, or cited the *Statement*.³⁴

Gwen B. Williams and Perry A. Zirkel's 1988 analysis of 248 faculty contracts from the same bargaining units in 1975 and 1985 was the largest yet. They found that academic freedom was mentioned in 74.2 percent of the 248 contracts in 1975 and that ten years later the frequency increased to 87.1 percent of the contracts. The authors assessed the language on a scale from 0 to 4, with 0 being no language, 1 being strong managerial control, and 4 being strong faculty control. In 1975, the mean was 2.03; in 1985 it increased to 2.24.³⁵ In a related study of just two-year institutions, Williams found an increase in the percentage of contracts with academic freedom language from 74.2 percent (66 of 89) in 1975 to 87.6 percent (78 of 89) in 1985. During this ten-year period, the mean rating rose from 1.98 to 2.22, indicating increasing but still limited faculty control.³⁶

While studies of collective bargaining in higher education were prevalent in the 1970s and 1980s, they dropped off significantly in the 1990s and have decreased even more so since. Cheryl Sternman

Rule's 2000 analysis of 196 combined contracts and handbooks found that 92 percent included academic freedom provisions and 48 percent specifically cited the 1940 *Statement*. In a related study of institutions without a tenure system, twenty of twenty-one (95 percent) mentioned academic freedom, fourteen of which (70 percent) noted the 1940 *Statement*. Neither disaggregated contracts from handbooks, contributing to the notably higher percentages of inclusion than most studies. Both authors also highlighted language in contracts that limited academic freedom due to institutional religious commitments, as John Magney did in a 2006 study of nearly three hundred contracts in the NEA's Higher Education Contract Analysis System.³⁷

In 2020, Hans-Joerg Tiede built on Rule's study by considering the faculty handbooks and collective bargaining agreements from a sample of 198 academic institutions, 174 of which were in the earlier study. Nineteen percent of the institutions in his study operated under bargained contracts. Tiede found that the 1940 *Statement* remained the primary source for academic freedom language and reported "positive developments" in handbooks and contracts aligning their provisions with AAUP policies. All institutions with unions included academic freedom language in their policies; 79 percent did so in contracts. At the same time, contract language was less likely to align with the 1940 *Statement* than language at institutions without bargaining.³⁸

Tiede's work informed the AAUP's 2021 *Collective Bargaining for Academic Freedom and Its Enforcement: Guidebook for AAUP Chapters*. Written by Rudy Fitchenbaum, Risa L. Lieberwitz, and Jennifer Ruth. The guide was not a research

33 See, for example, Kenneth Mortimer and Gregory Lozier, "Governance in Higher Education: Authority and Conflict in the Seventies," in *Insights into Higher Education: Selected Writings of CSHE, 1969–73*, vol. 1, *Governance* (Center for the Study of Higher Education, Pennsylvania State University, 1973); Mario F. Bognanno, David L. Estensen, and Edward L. Suntrup, "Union Management Contracts in Higher Education," *Industrial Relations* 17, no. 2 (1978): 189–203; and Ronald L. Johnstone, *The Scope of Faculty Collective Bargaining: An Analysis of Faculty Union Agreements at Four-Year Institutions of Higher Education* (Greenwood, 1981), 20–21, 27–29.

34 "Academic Freedom," *National Center for the Study of Collective Bargaining in Higher Education Newsletter* 4, no. 2 (1976): 4–7.

35 Gwen B. Williams and Perry A. Zirkel, "Academic Penetration in Faculty Collective Bargaining Contracts in Higher Education," *Research in Higher Education* 28, no. 1 (1988): 76–95.

36 Gwen B. Williams, "Collective Bargaining: A Change in the Locus of Control at Two-Year Colleges," *Journal of Collective Negotiations in the Public Sector* 19, no. 3 (1989): 253–72.

37 Cheryl Sternman Rule, "Freedom in the Academy: Academic Freedom Explored," in *Policies on Faculty Appointment: Standard Practices and Unusual Arrangements*, ed. Cathy A. Trower (Anker, 2000); William T. Mallon, "Standard Deviations: Faculty Appointment Policies at Institutions without Tenure," in Trower, *Policies on Faculty Appointment*; John Magney, "Academic Labor in the Corporate University: The Challenge for Unions," *Democratic Communiqué* 20 (2006): 57–58.

38 Hans-Joerg Tiede, "Policies on Academic Freedom, Dismissal for Cause, Financial Exigency, and Program Discontinuation," AAUP, 2020, <https://www.aaup.org/reports-publications/aaup-policies-reports/topical-reports/academic-freedom-tenure-and-due-0>.

study in the same way as others in this section but highlighted and discussed specific academic freedom clauses in contracts more fully than previous studies. The authors argued for protections that were inclusive of a broad range of campus constituents (faculty, librarians, and graduate students), clear language in contracts (rather than referring to other policies that might be revised without union input), and the use of AAUP language. They also argued for language that covers the full range of faculty work and extramural activities, and they included examples of relevant language from nine contracts.³⁹

Some recent studies have emphasized or focused on part-time and non-tenure-track faculty contracts. Kristine Anderson Dougherty, Gary Rhoades, and Mark F. Smith's 2015 study of faculty control of the curriculum, for example, included discussion of provisions in NEA contracts that protect academic freedom in the classroom and curricular planning. They highlighted useful language in some contracts, including about control of classroom materials, and noted that contracts for part-time non-tenure-track faculty often lack protections for choosing classroom materials.⁴⁰ Kim Tolley and Kristen Edwards's 2018 analysis of thirty-five contingent faculty contracts found that thirty (83 percent) included language protecting academic freedom.⁴¹ These and other pieces have argued that protecting academic freedom through collective bargaining is especially important for contingent faculty due to the precarity of their employment.⁴² At the same time, while noting academic freedom provisions in most of the thirty-five contracts for non-tenure-track faculty that they studied, Brenda J. Kirby and Clifford B.

Donn questioned the value of such provisions, as contingent faculty appointments can be so easily nonrenewed.⁴³ A 2020 National Center study found that 31 percent of 42 then-current contracts for student employee bargaining units included an academic freedom provision.⁴⁴

In 2023, the AAUP's Michael Mauer encouraged bargaining units to seek strong academic freedom protections in their contracts. Working with a collection of contracts negotiated by AAUP-represented bargaining units, Mauer compared what he defined as strong and weak examples of academic freedom contract language along a continuum, including defining academic freedom, expanding coverage to bargaining unit members outside of teaching and research, and the applicability to the grievance and arbitration procedure or other institutionalized review policies. Mauer argued in favor of incorporating the 1940 *Statement* and AAUP policies in the contracts so that academic freedom is interpreted broadly and consistently with the AAUP's principles. In so doing, he included several examples of AAUP-negotiated academic freedom contract provisions.⁴⁵

The most significant examinations of contract language for graduate employees and postdoctoral workers have been undertaken by Gary Rhoades, culminating in his 2025 *Organizing Professionals: Academic Employees Negotiating a New Academy*. Across the studies, he found that few contracts included explicit academic freedom provisions, and those that existed were often weak.⁴⁶

39 Rudy Fichttenbaum, Risa L. Lieberwitz, and Jennifer Ruth, *Collective Bargaining for Academic Freedom and Its Enforcement*, AAUP, 2021, <https://www.aaup.org/sites/default/files/AFCBGuidebook.pdf>.

40 Kristine Anderson Dougherty, Gary Rhoades, and Mark F. Smith, "Negotiation Quality Control of the Curriculum," *NEA 2015 Higher Education Almanac* (National Education Association, 2015).

41 Kim Tolley and Kristen Edwards, "Reflections on the Possibilities and Limitations of Collective Bargaining," in *Professors in the Gig Economy: Unionizing Adjunct Faculty in America*, ed. Kim Tolley (Johns Hopkins University Press, 2018), 190.

42 See, for example, Gary Rhoades, "Academic Freedom in a Contingent Faculty," in *Challenges to Academic Freedom*, ed. Joseph C. Hermanowicz (Johns Hopkins University Press, 2021).

43 Brenda J. Kirby and Clifford B. Donn, "A Comparative Analysis of Adjunct Faculty Collective Bargaining Agreements," *Journal of Higher Education Theory and Practice* 20, no. 3 (2020): 72–81.

44 William A. Herbert and Joseph van der Naald, "A Different Set of Rules? NLRB Proposed Rule Making and Student Worker Unionization Rights," *Journal of Collective Bargaining in the Academy*: Vol. 11, Article 1 (2020): 23-26

45 Michael Mauer, "Protecting Academic Freedom Through Collective Bargaining: An AAUP Perspective," *Journal of Collective Bargaining in the Academy* 14, no. 1/2 (2023): 12.

46 Gary Rhoades, *Organizing Professionals: Academic Employees Negotiating a New Academy* (Rutgers University Press, 2025), 103, 114; Gary Rhoades, "Postdoc Identity, Jurisdictional Issues, Ideologies, and Unions: Considerations in Organizing Professionals," *Labor Studies Journal* 48, no. 2 (2023): 101–20; See also Rhoades, "Academic Freedom in a Contingent Faculty."

Alex Zatizabal Boryca, Laura Boche, and Korrin Fagenstrom. Their study analyzed 19 faculty collective bargaining agreements at four-year public universities to determine how those agreements effected the power dynamics regarding academic freedom and provided protections for individual faculty members.⁴⁷

Taken together, these analyses show the frequent inclusion of contract provisions regarding academic freedom dating to the early days of faculty bargaining, with slight increases over time. References to and language from the 1940 *Statement* appears often, but not ubiquitously, regardless of bargaining agent. While there are a

handful of exceptions that include contract language as examples to be used in other settings, most only count the inclusion of academic freedom language among other provisions; at times they offer some assessment of the strength of such language.⁴⁸ This report focuses on the contract language largely missing elsewhere.

Along with textual analyses, readers should be aware that legal limitations might have shaped the final academic freedom provisions, their enforceability at arbitration, and how arbitrators interpret and apply academic freedom in specific cases. In section 2, we examine administrative and arbitration precedent that can impact those issues.

47 Elizabeth Niehuas, Alex Zatizabal Boryca, Laura Boche, and Korrin Fagenstrom, Negotiating Knowledge: The Complex Relationship Between Collective Bargaining and Academic Freedom," *Innovative Higher Education*, ahead of print, February 26, 2026.

48 The two works that offer the significant evidence of language are Harold I. Goodwin and John O. Andes, *Collective Bargaining in Higher Education: Contract Content—1973* (West Virginia University, 1974), which included 1940 *Statement* text and quotes from three contracts, and Fitchtenbaum, Lieberwitz, and Ruth, *Collective Bargaining*, which included language from nine contracts.

Section 2:

Legal Precedent on the Negotiability and Arbitration of Academic Freedom

This section presents examples of legal precedent on the negotiability and arbitrability of academic freedom and arbitration opinions resolving grievances alleging violations of academic freedom. The select administrative agency decisions and arbitration opinions analyzed below help to contextualize negotiations and contract enforcement within real-world limitations. A more comprehensive overview of the legal precedent on negotiability, arbitrability, and arbitration outcomes concerning academic freedom awaits future scholarship.

A. The Negotiability and Arbitrability of Academic Freedom

At the National Center's first collective bargaining conference in 1973, Donald H. Wollett spoke about existing limitations on the scope of public sector bargaining in Oregon, Hawaii, and Nevada, and in the private sector under the National Labor Relations Act (NLRA).⁴⁹ Legal limitations on subjects of negotiability, including academic freedom, continue to exist today.

State collective bargaining laws can limit which topics are mandatory or nonmandatory subjects of bargaining. Those limitations may be mandated in a statute or determined in precedent interpreting the law. Regardless, laws or precedent that treat subjects like academic freedom or social justice issues as non-mandatory do not prevent negotiators from reaching agreement on those issues.

Whether academic freedom is considered a mandatory subject of negotiations depends on whether it is recognized by labor relations agencies as an

essential and traditional workplace term and condition of faculty employment or as a fundamental education policy that is subject to managerial prerogative. As we discussed in section 1, some AAUP leaders and scholars in the late 1960s and 1970s believed that academic freedom was too fundamental to higher education to be a subject to negotiations, though faculty unions often sought it in their bargaining demands. Ironically, some state agencies, applying reasoning somewhat similar to that of the AAUP leaders in the earlier debate, have sustained objections to the negotiability and arbitrability of academic freedom.

New Jersey, for example, has a consistent line of precedent holding that academic freedom is a nonmandatory subject and that a grievance alleging a violation of academic freedom cannot be arbitrated because it is an educational policy. Although New Jersey law requires institutions of higher education to issue and distribute policies recognizing the principles of academic freedom, those principles remain nonmandatory subjects of negotiations in that state.

In *Rutgers, the State University*, the New Jersey Public Employment Relations Commission ruled that academic freedom was a nonmandatory subject, and an academic freedom contract grievance could not be arbitrated because academic freedom is a major educational policy.⁵⁰ Eight years later the same agency found a union proposal to incorporate the principles of academic freedom as defined in state law into the contract and make them grievable in disciplinary cases was nonmandatory because the proposals also touched on an educational policy.⁵¹

49 Donald H. Wollett, "Historical Development of Faculty Collective Bargaining and Current Extent," *Proceedings, First Annual Conference* (National Center on the Study of Collective Bargaining in Higher Education, 1973), <https://thekeep.eiu.edu/jcba/pre-2006/1/article.pdf>.

50 9 NJPER 14,286 (1983).

51 New Jersey Administrative Code §§9A:1-1.6(f) and 9A:1-1.8(f); *Rutgers, the State University* 17 NJPER 22,091 (1991). Subsequently, in *Warren County Community College*, 42 NJPER 98 (2016), the following community college faculty union proposal was found to be nonmandatory: "Consistent with the stated catalog course descriptions, the primary responsibility for determining course content, course goals, learning objectives and the selection of the appropriate learning materials and strategies rests with the unit member who teaches the course."

Other states have similar precedent.⁵² In 1991, a Connecticut labor relations agency ruled that the following union academic freedom proposals were nonmandatory: inclusion of a statement that the college would uphold and protect academic freedom in the contract preamble; recognition of the right of faculty to determine their teaching and research methods, materials, and course textbooks, as well as the assignment of course grades; a prohibition against censorship of library book collections and teaching, research, and audiovisual materials.⁵³

In New York, the Public Employment Relations Board concluded in *State of New York (SUNY at Stony Brook)* that the unilateral removal of two graduate student employees from the classroom because of their use of a particular syllabus and assigned readings was not a mandatory subject of negotiations, based on a balancing between the interests of the university and the graduate student employees.⁵⁴

B. Arbitral Outcomes in Academic Freedom Grievances

A contract enforcement mechanism to resolve an academic freedom grievance is an important subject for negotiations. In determining an academic freedom grievance, an arbitrator will apply the negotiated language and, potentially, use other interpretative tools, such as the parties' bargaining history, other contract provisions like management rights and just cause, and the parties' past practices. In addition, an arbitrator might treat the 1940 *Statement* and other AAUP policies and judicial precedent as persuasive authority even if they are not mentioned in the contract.

Below is a review of a select group of arbitration opinions resolving academic freedom grievances.⁵⁵ It begins by looking at procedural issues that should be considered when negotiating over academic freedom. It then turns to arbitral opinions that have determined academic freedom claims in the context of teaching, research, appointment, nonrenewal, and discipline. The discussion aims to provide guidance for the negotiation, interpretation, and administration of an academic freedom provision.

1. Procedural Issues

Certain procedural issues concerning academic freedom in the arbitration context should be highlighted at the outset.

It is advisable that a contract address the evidentiary standards to be used by an arbitrator in determining an academic freedom grievance. Even when a contract contains a broad definition, proving a violation can be difficult without direct evidence of improper motivation or, at minimum, circumstantial evidence. An academic freedom grievance will be denied when an arbitrator finds that the evidence does not prove improper motivation or a nexus between the conduct and the challenged adverse action.⁵⁶ In addition, the contract should address the role of peer review in determining academic freedom issues and the scope of an arbitrator's remedial power in cases involving academic judgments such as denial of tenure, reappointment, or promotion. A provision on arbitral remedies will help to avoid arbitrators from overstepping their authority, which would likely lead to post-arbitration litigation to protect institutional autonomy.

52 See, *Bd of Regents of the University of Nebraska*, 7 CIR 1 (1983), 1983 NE CIR. LEXIS 35; and *Sanford School Committee*, 1993 ME Labor Rel. Bd. LEXIS 5 (Maine Labor Relations Board, 1993).

53 *Bd of Trustees for Community-Technical Colleges*, 1991 CT SBLR LEXIS 128 (Connecticut State Board of Labor Relations, 1991).

54 33 NYPERB 3045 (2000). The decision relied on an earlier agency decision that found the following community college faculty union proposals to be nonmandatory: faculty responsibility in providing quality education, in deciding on courses offerings and teaching materials, in determining class size, and in establishing evaluation procedures. *Orange County Community Coll. and County of Orange*, 9 NYPERB 3068 (1976).

55 The number of published arbitration opinions is limited because publication is subject to the consent of the parties and the arbitrator. This section references published opinions found through LEXIS searches and a few available slip opinions. Some published opinions were redacted prior to publication. As a result, they are referenced only with their LEXIS citation and the name of the arbitrator but without the names of the institution, union, or faculty members.

56 2011 AAA LEXIS 112 (2011) (Edelman, Arb.); *California State University*, 86 BNA LA 549 (1986) (Koven, Arb.).

2. Teaching

A 1978 arbitration award denying a grievance alleging a violation of academic freedom at Endicott College underscores the importance of a contract definition of academic freedom and the need for arbitrators with special knowledge about higher education.⁵⁷ In that case, the grievance challenged a unilateral college mandate that all courses in the liberal and professional arts include a final written examination. The grievance was pursued under a contract provision stating in pertinent part that “[i]t is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom the faculty member may, without limitation, discuss his subject in the classroom.”⁵⁸

In denying the grievance, the arbitrator averred that the concept of academic freedom was ephemeral, quoting from a then nine-year-old *Harvard Law Review* academic freedom article. The decision did not quote or reference the 1940 *Statement*, strongly suggesting that neither the union nor the college argued the merits of the grievance based on those principles. Although the contract provision explicitly covered teaching, the arbitrator ruled that the new final written examination requirement for every course did not violate academic freedom because the mandate was a matter of educational policy reserved to the university in the management rights clause and confirmed by the teaching duties listed in another article. Nevertheless, the arbitrator left open the possibility that a future application of the examination requirement in a particular course might violate academic freedom if it profoundly impacted teaching methods and techniques in that course.

An arbitrator in another case rejected a grievance alleging a violation of academic freedom when a contingent faculty member was not reappointed after objecting to the standardization of curriculum, course content, and grading methodology for a

core management course.⁵⁹ The arbitrator found the contract’s academic freedom provision did not support the grievance because it was “nothing more than an aspirational goal. It does not impose specific requirements and obligations upon the parties.”⁶⁰ Furthermore, the arbitrator found that, consistent with academic freedom, a university has the right to “establish a standardized curriculum and course design to assure that all students have received the same course content from their core courses, so that professors teaching higher level courses will know that all students coming into their courses already have obtained a common base knowledge obtained from their earlier, core courses.”⁶¹

At the University of San Francisco, a Catholic institution, an arbitrator concluded that the university violated the academic freedom provisions of the collective bargaining agreement when it failed to select faculty member Father Paul Joseph Bernadicou to teach a theology course at the university’s St. Ignatius Institute.⁶² The Institute offered an alternative form of Catholic education and the university asserted that Bernadicou “held a broader view of religious matters than the Institute espoused, and [his] views were incompatible with the theological position of the Institute.”⁶³

In sustaining the grievance, the arbitrator rejected the university’s argument that it had a right to reject an academically qualified professor because of his theological views that were inconsistent with a particular theological perspective and mission. The contract’s academic freedom article expressly protected the right of faculty to present “various divergent views and opinions which are intellectually within the content of the course being offered,” with the caveat that faculty were prohibited from “gratuitously, deliberately, and persistently . . . misrepresent[ing] or impugn[ing] the authoritative teachings of the Catholic Church.” The arbitrator found that there was no evidence presented that

57 *Endicott College and Endicott College Faculty Association*, 1978 Lab Arb LEXIS 397 (1978) (Shapiro, Arb.).

58 *Supra.*, 6.

59 2016 AAA LEXIS 496 (2016) (Dunn, Arb.).

60 *Supra.*, 31.

61 *Supra.*, 31.

62 *University of San Francisco and University of San Francisco Association*, 1980 Lab. Arb. LEXIS 34 (1980) (Koven, Arb.). The contract language is reprinted in Section 4 of this Report.

63 *Supra.*, 5.

Bernadicou's theological views "either misrepresented or impugned the authoritative teachings of the Church."⁶⁴

3. Research

At the University of Delaware, an arbitrator sustained a grievance challenging the university's refusal to process faculty applications for research grants from the Pioneer Fund.⁶⁵ The university's action was based, in part, on a faculty senate committee report concluding that the Pioneer Fund was dedicated "to the proposition that people of different ethnic and cultural backgrounds are on the basis of their heredity inherently unequal and can never be expected to behave or perform equally," a position inconsistent with the university's mission and policies.⁶⁶

In sustaining the grievance, the arbitrator rejected the university's argument that academic freedom was not a term and condition of employment and, therefore, not arbitrable. In reaching that conclusion, he cited the contract provision that incorporated the university's statement on academic freedom.⁶⁷ On the merits, the arbitrator chose not to determine whether the refusal to permit funding from the Pioneer Fund constituted a violation of academic freedom. Instead, he sustained the grievance because the evidence demonstrated that the university violated its own procedural fairness standards when it denied the funding requests based on its examination of the substance of the faculty member's scholarly work.

4. Appointments and Nonrenewals

In 1977, an arbitrator issued a pair of arbitration awards denying academic freedom grievances filed

by two Lehman College faculty members challenging their nonrenewals as violations of academic freedom under a contract that referenced academic freedom in the preamble.⁶⁸

In the first decision, the arbitrator found that the grievance was arbitrable because the university had an academic freedom policy that adopted the 1940 *Statement* principles and the contract permitted grievances challenging university actions that violated its policies.⁶⁹ The arbitrator rejected the university's claim that academic freedom is not a faculty term and condition, noting that "it is difficult to conceive of a more fundamental condition of employment at any academic institution than academic freedom and the responsibilities attached to its exercise."⁷⁰ Based on his finding that a violation of the university's academic freedom policy was arbitral, the arbitrator concluded that it was unnecessary for him to determine whether the contract preamble's academic freedom language was substantive and could be used as the basis for a grievance.

After finding that academic freedom was grievable, the arbitrator denied both grievances on the merits based on the evidence presented. In the first case, he credited the testimony of two university witnesses who testified that the reason for the nonrenewal was teaching ineffectiveness based on two negative classroom evaluations, rather than a violation of academic freedom or because of differing political views.⁷¹ Similarly, in the second case, the arbitrator found that the nonrenewal and denial of tenure was based on a failure of the faculty member to meet the standards of scholarship, rather than a violation of academic freedom. The arbitrator reached that conclusion despite differences between the department chair and the faculty member and contrary to findings by the Lehman College Senate Committee on Academic Freedom.⁷²

64 *Supra*, 10.

65 *The University of Delaware Chapter of the American Association of University Professors and the University of Delaware*, AAA Case No. 14 390 1935 90 A (August 5, 1991) (Strongin, Arb.).

66 *Supra*, 4–5.

67 The current contract preamble at the University of Delaware is reprinted in section 4, the twelfth contract included in this report.

68 *Bd. of Higher Ed., of the City of New York (Barkin)* AAA Case No. 1339-1219-75 (January 19, 1977, Stutz, Arb.); *Bd. of Higher Ed. of the City of New York (D'Arienzo)* AAA Case No. 1339-1220-75 (January 28, 1977, Stutz, Arb.).

69 *Barkin*, *supra*, 5.

70 *Id.*, 6.

71 *Id.*, 9–10.

72 *D'Arienzo*, 6–7.

In Vermont, an arbitrator denied a grievance challenging the nonrenewal of a professor under an academic freedom provision that prohibited unreasonable restrictions on teaching methods. In the decision, the arbitrator found that the nonrenewal was based on a legitimate assessment of teaching ability, supported by student evaluations describing his teaching style as tedious and boring.⁷³

Another grievance in Vermont challenging the nonrenewal of an economics lecturer as a violation of academic freedom was denied by an arbitration panel. It found that the nonrenewal was due to *how* the lecturer taught an alternative economic model and not because he taught that model.⁷⁴

At Heartland Community College in Illinois, an arbitrator sustained a grievance challenging the denial of an appointment of an adjunct faculty member to a full-time tenure-track position in violation of a contract right to engage in extramural speech and union activity.⁷⁵ The arbitrator found the denial was in retaliation for the grievant's public advocacy at a board of trustees meeting in the capacity as a union representative about child care costs and lack of space for the children of faculty members.

More recently, an arbitrator denied an academic freedom grievance that claimed an adjunct faculty member was not reappointed in retaliation for his activities opposing the administration.⁷⁶ The arbitrator credited the testimony of the college's decision-maker for adjunct appointments, who testified that the nonrenewal was tied to the institution's efforts to assign courses to full-time faculty over adjunct faculty.

5. Discipline

The following examples of arbitration opinions resolving academic freedom arguments in the

context of a grievance challenging disciplinary action underscore that a defense of academic freedom to discipline will rarely be successful when supported by unsympathetic, if not egregious, facts.

In a 2022 arbitration opinion, an arbitrator applied the standard labor relations principle of "obey now, grieve later" to an academic freedom challenge to disciplinary action. The decision rejected a professor's allegations of violations of academic freedom based on his having received a warning letter for insubordination due to his refusal to comply with a dean's directive.⁷⁷ While recognizing that the professor may have had legitimate professional concerns about the quality of instruction in the paramedic program he supervised, the arbitrator found that the college had just cause to issue the warning because of the time, place, and manner in which the professor raised those concerns.

In a decision involving a professor at a Wisconsin technical college, an arbitrator found a professor's suspension for spray painting a Spanish term in large letters on two bookcases in her office did not violate the contract's academic freedom clause. The academic freedom defense was rejected even though the professor argued that the spray painting was for pedagogical purposes for a class she was teaching on civil disobedience.⁷⁸ The arbitrator noted, "For while this [contract] language in other contexts may protect even stupid freedom of speech, it most certainly does not protect the kind of stupid defacement of College property found here."⁷⁹ Despite the finding of professorial stupidity, the arbitrator concluded that the college violated the just cause contract provision when it imposed a semester-long suspension for the misconduct. To remedy that contract violation, the arbitrator reduced the disciplinary penalty to a one-week suspension.

Another example of the application of academic freedom in the disciplinary context is an arbitrator's

73 *Vermont State Colleges Faculty Federation (Shockley)* 5 VLRB 192; 1982 VT Lab. Rel. Bd. LEXIS 15 (Vermont Labor Relations Board 1982).

74 *University of Vermont and United Academics (Summa)*, 2018 VT Lab. Rel. Bd. LEXIS 6 (Vermont Labor Relations Board (2018)).

75 *Heartland Community College District 540 and Heartland Adjunct Faculty Association*, 2006 BNA LA Supp. 119762 (2006) (Draznin, Arb.).

76 2015 AAA LEXIS 405 (2015) (Gaines, Arb.).

77 2022 AAA LEXIS 192 (2022) (Wooters, Arb.).

78 *Nicolett Area Technical College Faculty Association and Nicolett Area Technical College (Gough)*, 1999 WI ERC LEXIS 68 (1999) (Greco, Arb.).

79 *Supra*, 13.

decision rejecting the argument under a contract that referenced the 1940 *Statement* and the 1996 *Statement on Professional Ethics*. The arbitrator found that the university had adequate cause to issue a letter of reprimand to a professor for demeaning conduct toward students prompted by his hostility to their specific doctoral program.⁸⁰ With respect to the academic freedom argument, the arbitrator stated, “Any faculty member is entitled to harbor hostility toward whatever suits him or her including other academic programs within the University. However, faculty do not have the right to demean and humiliate students (in those programs) as a means of personally venting that hostility and this is what the record shows to have happened here.”⁸¹

Similarly, a clarinet professor was unsuccessful when he relied on an academic freedom clause referencing the 1940 *Statement* and the 1970 Interpretative Comments to challenge his dismissal. The arbitrator concluded that the dismissal was due to the professor’s abusive treatment of his students and not to his teaching methods.⁸² Finally, an arbitrator denied the academic freedom grievance of a faculty member serving on a contingent appointment who challenged his dismissal on the grounds that his voice lesson techniques included physical contact, sexual references, and comments

about body image, which created a hostile learning environment for two female students and were inconsistent with professional norms.⁸³

The arbitration opinions described above reveal certain practical realities about contract enforcement of academic freedom provisions. First, the codification of academic freedom language into a contract, no matter its wording or scope, is only an initial step toward granting contractual academic freedom protections. A contract grievance raising academic freedom issues will be decided based on the facts presented and the arbitrator’s interpretation and application of the contract provision.

In other words, facts are often more persuasive than doctrinal arguments about academic freedom before an arbitrator, and the creditability of witnesses may be a central determinant in the ultimate outcome. Arbitrators will likely be unpersuaded by abstract justifications for otherwise seemingly unjustifiable actions. As a result, careful selection of grievances to be pursued in arbitration and of the witnesses to present are necessary to avoid the legal maxim that bad facts make bad law. Otherwise, an adverse arbitration opinion in a case can denude the value of an academic freedom article and require one party or the other to seek to negotiate changes to the article in future bargaining.

80 2008 AAA LEXIS 1153 (2008) (Foy, Arb.).

81 *Supra.*, 37.

82 2015 AAA LEXIS 44 (2015) (Irving, Arb.).

83 2022 AAA LEXIS 283 (2022) (Cochran, Arb.).

SECTION 3:

METHODS AND OVERVIEW OF THE DATASET

This section provides an overview of how the full universe of contracts with academic freedom provisions in the 2024 *Directory* were identified and coded, and how the subset of forty-five contract excerpts were selected.

A. Contract Data Collection

The contract excerpts presented in section 4 come from a dataset of collective bargaining agreements compiled by a National Center research team between July 7, 2021, and December 31, 2023. The collection of the contracts was part of a research project that led to the National Center’s publication of the 2024 *Directory* and formed the basis for its Contract Research Site.

The 2024 *Directory* included data for 902 collective bargaining relationships in higher education as of January 1, 2024, and hyperlinks to 813 current or recent collective bargaining agreements in higher education.

In January 2025, the National Center utilized its Contract Search Site to conduct a word search of the 813 contracts hyperlinked in the 2024 *Directory* for the phrase “academic freedom.” The word search identified 628 collective bargaining relationships with contracts that included a provision with the phrase.

National Center researchers created a spreadsheet with 628 rows that included the contract hyperlinks and related data for each bargaining unit. Each entry included hyperlinks and core information taken from the 2024 *Directory* about each collective bargaining relationship: institution name; institution type (two-year or four-year) and sector (public or private); bargaining agent name and national affiliation; unit composition; unit size; and the state where the bargaining unit is located.

B. Contract Data Coding

Over a nine-month period, the National Center research team consisting of CUNY faculty, students,

and alumni coded the 628 contracts with academic freedom language for variables centered around whether and how the contracts defined academic freedom along with certain other substantive and procedural questions. Those included whether a contract included a definition; mentioned the 1940 *Statement* and/or covered teaching, research, extramural speech, intramural speech, faculty responsibility (i.e. civility, respect, limitations on controversial subjects in the classroom); or referenced a faculty handbook or institutional policy.

In addition to definitional questions, the research team coded the contracts for other variables such as whether an alleged violation of academic freedom is grievable and subject to binding arbitration or resolution under a faculty handbook or institutional policy; whether the contract has a just cause or similar disciplinary standard (cause, good cause, etc.) and a negotiated disciplinary process in which a violation of academic freedom might be raised; and whether a contract has an explicit provision applicable to social media or internet use.

Following the initial coding, the team conducted a review of every fifth bargaining unit record in the dataset to verify accuracy and consistency in coding. Additional units were also reviewed at random, so 186 bargaining units in total were reviewed to confirm the data’s accuracy. Through this review, 13 rows in the dataset—each corresponding to a unique bargaining unit—were identified with duplicative hyperlinks, broken or missing hyperlinks, and contracts without a definition that referred to a university policy that was found to be unavailable. These 13 observations were dropped from the final contract dataset for this report.

Overview of Contract Dataset and Selection Process for This Report

Of the 615 coded contracts that contained academic freedom language, 580 were contracts for faculty bargaining units, two were for chair-only collective bargaining units, seven were for administrator-only units, two were for units of librarians with faculty

status, one was for a postdoctoral scholar unit, twenty-one were for graduate student employee units, and two were for combined units of graduate and undergraduate students. We chose not to include an excerpt from an administrator-only contract or a combined student unit in the report because of their small numbers.

Over 81 percent (500) of the contracts with academic freedom language were at public institutions and 18.7 percent (115) were at private institutions. Forty-six percent (283) of the contracts were at two-year institutions, with 54 percent (332) at public and private four-year institutions.

Of the faculty contracts, 46 percent (265) were from combined bargaining units of tenure-track and non-tenure-track faculty, 35 percent (203) were from exclusively non-tenure-track faculty units, and 19 percent (109) were for units of exclusively tenure-track faculty.

Geographically, the 615 contracts were spread out unevenly among twenty-nine states and the District of Columbia. The greatest number of bargaining units were found in Illinois (78), California (78), and New York (74), while the fewest were in Delaware (2), Nevada (2), Hawaii (1), Iowa (1), and North Carolina (1).

The dataset includes units represented by bargaining agents affiliated with traditional and nontraditional national academic unions. The most common national affiliation was with traditional education unions: NEA (176 contracts, 29 percent),

AFT (155 contracts, 25 percent), joint AFT-NEA affiliations (83 contracts, 14 percent), and joint AAUP-AFT affiliations (78 contracts, 13 percent). Bargaining unit affiliations with nontraditional higher education unions made up about 13.5 percent of the faculty contacts: Service Employees International Union (SEIU) (65 contracts, 11 percent); International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (8 contracts, 1 percent); Communication Workers of America (CWA) (5 contracts, 1 percent); and United Electrical, Radio and Machine Workers of America (UE) (3 contracts, 0.5 percent). An additional 6 percent (36) of the contracts were negotiated by independent bargaining agents.

Final conclusions based on the entire dataset of 615 contracts will require additional coding to disaggregate the definitions of academic freedom, particularly on the question of whether a provision that mentioned the 1940 *Statement* adopted, quoted, mirrored, or narrowed those principles. Future scholarship will be based on that complete dataset and include more comprehensive reviews of the literature and precedent, as well as further analysis.

For purposes of this initial report, forty-five contract provisions were selected to exemplify the varied ways academic freedom is defined and enforced, or not, in collective bargaining agreements. Section 4 does not include a representative sample of contracts. Instead, we selected contracts to exemplify the wide range of how academic freedom is treated in contracts.

SECTION 4:

EXCERPTS AND ANALYSIS OF FORTY-FIVE ACADEMIC FREEDOM PROVISIONS

Below are the forty-five excerpts of contract language concerning academic freedom along with the names of the institutions and unions, as well as brief narrative descriptions of the provisions' substantive scope and limitations. The section also includes a hyperlink for each contract to permit access to other provisions, including the grievance-arbitration and disciplinary procedures.

The forty-five contract excerpts represent 7.3 percent of the 615 contracts with academic freedom language from the National Center's 2024 *Directory*. They were selected not because they are representative of "typical" language. In fact, we have found that because of the wide range of academic freedom provisions it makes little sense to refer to "typical" or "boilerplate" language. Instead, these examples were selected because they represent the diversity of academic freedom provisions and cover a wide range of institutional types (two-year or four-year; public or private), unit composition (tenure stream, non-tenure-track, mixed units, graduate student employees, postdoctoral scholars, etc.), states, and national bargaining agents.

The narratives provide an overview of how, or if, academic freedom is defined in the contract, along with negotiated enforcement mechanisms. We focused on whether the academic freedom provision includes the following elements:

- A definition of academic freedom (and, if so, whether the 1940 *Statement* in whole or in part is directly incorporated, explicitly referenced, or mirrored) and whether the definition of academic

freedom includes teaching, research, extramural speech, and intramural speech

- Language imposing various responsibilities or obligations on faculty and others, especially when those responsibilities are beyond traditional norms or AAUP policies
- Coverage of academic workers other than faculty
- Coverage of social media, online speech, and other electronic forms of communication
- Grievance procedures applicable to academic freedom ending in binding arbitration, and whether the contract includes just cause or a similar standard and a disciplinary procedure

Based on these areas of general interest, the examples below have been loosely organized to demonstrate the range of provisions. Those close to the beginning offer clear definitions of academic freedom and provide procedural protections. Examples near the middle offer definitions of academic freedom that mirror some elements of the 1940 *Statement*. They might reference, adopt, or quote from the 1940 *Statement* but insert language that narrows the definition of academic freedom. Other contracts mirror the AAUP principles on academic freedom without citing the 1940 *Statement* directly while narrowing the scope of academic freedom. Contracts toward the end of the report lack a definition of academic freedom or exclude academic freedom from being grievable or subject to binding arbitration.

1. ArtCenter College of Design (ArtCenter Faculty Federation), 2024–27

ARTICLE XI

ArtCenter and the ACFF agree with, endorse, and will abide by the comprehensive statement on academic freedom published by the AAUP. <https://www.aaup.org/reports-publications/aaup-policies-reports/policy-statements/1940-statement-principles-academic>

This academic freedom clause comes from a contract covering a non-tenure-track faculty bargaining unit at a private art college represented by an AFT affiliate. In the brief article, the parties endorse and agree to abide by the 1940 Statement, revealing their consent to use those principles in the resolution and arbitration of grievances under the academic freedom clause. The contract also includes a just cause provision and a disciplinary procedure where academic freedom can be raised as a defense. The contract creates the opportunity for the parties to cite and reference AAUP reports and interpretations before an arbitrator.

2. Curry College (Curry College Chapter of the AAUP), 2020–22

ARTICLE III: ACADEMIC FREEDOM

The College and the AAUP endorse the specific section on Academic Freedom from the document entitled “1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretative Comments” (as developed by the American Association of University Professors and the Association of American Colleges and Universities), and published in the AAUP Policy Documents and Reports, Eleventh Edition, 2015, which is quoted in full below:

A. IN RESEARCH

Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties: but research for pecuniary return should be based upon an understanding with the authorities of the institution.”

B. IN THE CLASSROOM

“Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their 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.”

C. AS CITIZENS

“College or university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they 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 they are not speaking for the institution.”

D. AS CITIZENS OF CURRY COLLEGE

This Article shall be interpreted as covering all citizenship acts within the Curry community, such as expressing opinions relevant to the issue at-hand in faculty, department, committee meetings, and other forums or venues for discussion and/or decision-making at the College, as long as such opinions do not violate Article IV of this Agreement.

In addition to Article III.A through C above, faculty members shall have the right to speak or write without institutional discipline or restraint on matters of public concern as well as freedom to address any matter of institutional policy or action whether or not as a member of an agency of institutional governance, in either on-campus or off-campus forums. When speaking in on-campus or off-campus forums, faculty should follow the principles set out in Article III.C above.

E. ACADEMIC FREEDOM AND PRIVACY

The College and the AAUP agree that the use of telephones, fax machines, copying machines and interoffice and third-party mail/couriers, and electronic communications/information by all employees (including unit members) must be in compliance with all state and federal laws. Consonant with its legal obligations, the College will maintain the academic freedom of individual bargaining unit members by insuring individual privacy in written and electronic communication.

In order to insure privacy in communication, the College will not intentionally violate or interfere with the privacy of any unit member's electronic or print information except in those cases where required by law or to maintain the functionality (viability) of the College's communication and network systems (including email).

Privacy as used above includes the receipt, delivery or maintenance of any paper or electronic information (including email).

In the event the College becomes aware of any breach of the privacy of a unit member's print or electronic information, a full detailed technical written report will be provided promptly to the unit member(s) affected, and to the AAUP President, unless prohibited by law.

F. INTELLECTUAL PROPERTY

The College and AAUP desire to provide a policy to encourage and motivate Faculty who generate intellectual property ("Creators"), as defined below, and to protect the ownership interests of the Creators and the College;

1. Definitions

- a) **Intellectual Property** shall mean all works whether tangible or intangible media, including those yet to be developed, and shall include, but shall not be limited to, academic research, cases, course materials, syllabi, publications, journal articles, video recordings, software, and works of art ("Works"), including all Traditional Works, College Sponsored or College Commissioned Works and Externally Sponsored Works described in this Article, whether developed for the College's on-campus curriculum or for Distance Learning education programs in which Faculty participate.
- b) **Works** shall mean any and all forms of intellectual property created by the Creators, including those yet to be developed.
- c) **Release Time**, as used in this Article, shall have the same meaning as contained and referenced elsewhere in this CBA.
- d) **Distance Learning** shall mean the separation of teacher and learner in space and/or time.

2. Types of Work and Ownership Interests: The intellectual property described in the article consists of the following three categories:

- a) TRADITIONAL WORKS: The parties recognize that there are two distinct categories of Traditional Works:

- (1) those with normal College support and
- (2) those with extra College support.

Traditional Works do not include Works created during the performance of administrative tasks that are part of assigned institutional duties such as “College-Sponsored Works” defined below.

Traditional Works are those independently created in the course of the normal pedagogic, scholarly, and artistic activities of faculty members including Distance Learning materials. Examples include, but are not limited to, Works such as lecture notes, books, syllabi and other course materials, journal articles, video recordings, visual artworks, software, courseware and live performances.

- (3) TRADITIONAL WORKS WITH NORMAL COLLEGE SUPPORT: Traditional Works with Normal College Support include those Works where the College does not provide resources above and beyond “traditional” support. Traditional Works with Normal College Support are those that involve the use of resources normally provided by the College to Faculty members in common, without special provision for individuals. Examples of such College resources include, but are not limited to, library collections and services, syllabi, information technology including digital recording and transmission, and the administrative support to assist with the application for funding through Sabbaticals, Research Track, Service/Scholarship Track, the Joint Committee on Release Time, the Faculty Professional Advancement Fund or the Provost’s Fund. For AAUP bargaining unit members, these College resources also include the fringe benefits specified in Article X of the AAUP Agreement.

In accordance with standard prevailing practices in higher education, Creators retain all rights (including without limitation moral rights) in copyright for Traditional Works, including rights of reproduction or rebroadcast of recorded works.

Such Works shall be the sole and exclusive property of the Creator(s), whether developed with Normal College Support or Extra College Support as defined below.

The Creator may voluntarily choose to transfer such property, in full or in part. Any such transfer of property must be governed by a specific written agreement agreed to by both the faculty member and the College.

The College shall retain a perpetual, non-exclusive, and royalty-free license to use Traditional Works pursuant to its educational mission, and to maintain print and/or virtual copies of such Works in the Levin Library or other appropriate venue for reference, academic, and research purposes. The College acknowledges, agrees, and is responsible for communicating that Traditional Works shall not be copied or reproduced in hard copy or digital copy without the Creator’s consent for use in another faculty member’s course(s) or teaching activities, unless there are serious extenuating circumstances (such as the inability of the Creator to continue teaching the course).

Such Traditional Works may only be used until the end of the course and for the purpose of completing the course. In such cases, the College will ensure that a copyright identifying the Creator is placed on all such Works. This does not prohibit copying syllabi, assignments, and tests for use in training; any other works may only be copied with the permission of the Creator. In such case, the College will ensure that a copyright notice is displayed on the work identifying the Creator. By agreeing to display copyright notices as provided herein, the College will not undertake to apply for registration of any copyright so noticed, and it shall have no obligation to do so.

TRADITIONAL WORKS WITH EXTRA COLLEGE SUPPORT: At its sole discretion, the College may provide “extra College support” to a member of the Faculty for the creation of Traditional Works. In such circumstances, the Provost shall notify the Faculty member in writing prior to start of the project.

The Faculty member may accept such “extra support” by providing written notice to the College. The terms of ownership of the project shall be explicit in the written offer and acceptance of such “extra College support.”

Traditional Works with Extra College Support include those Works where the College provides resources above and beyond normal support for works not described in Traditional Works above. Examples of these College resources include, but are not limited to, dedicated research and the assignment of administrative assistants to the Creator(s), purchase of special equipment, and Release Time beyond that provided in the AAUP Agreement.

Creators who have developed traditional Works with Extra College Support will share with the College all ownership and economic rights in the Works.

Traditional Works with Extra College Support require a written agreement between the College and the Creator(s) describing ownership rights in the Works and the sharing of any costs and income resulting in the Works. Such an agreement may be initiated by either the College or the Creator(s).

In the event an agreement is not written and signed prior to the completion of the Traditional Works with Extra College Support, the College and Creator(s) shall be considered “Joint Owners”, and shall share equally in all revenues generated in the Works, and both the Creator(s) and the College shall retain a perpetual, non-exclusive, and royalty-free license to use these Works.

- b) COLLEGE-SPONSORED OR COLLEGE-COMMISSIONED WORKS: The College may sponsor or commission the creation of Intellectual Property. College-Sponsored or College-Commissioned Work is work that is specifically created or funded at the direction of the College. These are considered institutional rather than personal efforts and include Works created by Faculty for College purposes, Works resulting from simultaneous or sequential contributions over time by numerous faculty, staff, and/or students, or Works created by the Creator(s) where the College has expressly directed and commissioned the Creator(s) to produce a specified Work, or the work is created as a specific requirement of employment or as an assigned institutional duty. Examples include, but are not limited to,

- (1) a Faculty member hired to write a history of a College program or commissioned to produce a piece of art for the College;
- (2) reports developed by a department chair, coordinator, or Faculty committee;
- (3) College, departmental, or program brochures and manuals;
- (4) College, departmental or program strategic plans; and
- (5) surveys.

Funding need not be substantial to constitute College-Sponsored Work.

In instances when the College directs College-Sponsored or College-Commissioned Works, the College and the Creator(s) shall execute a written agreement describing the ownership of the Works and the sharing of any costs and income resulting from the Work. The College shall prepare such an agreement in advance of the development of any intellectual property project that is sponsored or commissioned by the College. The Agreement shall be executed by the Provost and the Creators. The terms of ownership shall be explicit in the agreement.

Unless otherwise agreed to in writing, the College is the owner of all right, title and interest in the intellectual property developed as a College-sponsored or College-Commissioned Work.

The Creator(s) shall retain a perpetual, non-exclusive, and royalty-free license to use the Work solely for academic and research purposes. The College may voluntarily choose to transfer such property, in full or in part. Any such transfer of property must be governed by a specific written agreement agreed to by both the faculty member and the College.

- c) **EXTERNALLY SPONSORED WORKS:** Externally Sponsored Works are developed using funds supplied under a contract, grant, or other arrangement between the College and a third party, including a sponsored research agreement.

When intellectual property is created under an agreement between the College and a third party, ownership of such intellectual property will be governed by the terms of a written agreement. The external sponsorship agreements must be explicit regarding ownership for the protection of the Creator(s) and the College. The College must inform members of the College community who are doing sponsored work of the terms of any intellectual property assignments relevant to that work in writing.

If a third party seeks to have the College provide specific services (for example, corporate training), the written agreement with the third party for such services shall include provisions concerning the ownership and use of Work produced in connection with the engagement.

Only the Chief Financial Officer, the Provost, or their respective designees are authorized to enter into such agreements on behalf of the College. In most instances, when a third party contracts for such services, it is expected that the agreement will provide for ownership of the Works by the third party. If such agreement provides for third party ownership of intellectual property produced in connection with the engagement, it must also provide that:

- (1) The Curry College name and logo and the names and academic titles of the responsible Creators shall be cited in the Work, and any derivative works thereof, and the agreement shall grant the third party the limited right to use the Curry College name and logo in connection with the Work and any derivative works thereof, subject to the requirements and restrictions described in Article V.
- (2) The College, shall, at its sole option, receive a perpetual, nonexclusive, and royalty-free license to use the Work pursuant to its educational mission, including the right to make updates and adaptations and to keep printed and/or virtual copies in the Levin Library for reference, academic and research purposes.

3. **Student Ownership of Intellectual Property:** The parties acknowledge that students of Curry College own all right, title and interest in Master's Theses, and Works completed as part of normal coursework, such as term papers and other independently created works exclusive of examination material. Notwithstanding this acknowledgement, the College shall retain a perpetual, non-exclusive, and royalty-free license to use student owned work pursuant to its educational mission and to keep printed and/or virtual copies of the work in Levin Library or other appropriate venue for reference, academic and research purposes.

The parties further agree that students own the rights in the Works described in this Section III unless the work is Faculty created with student assistance or created at the direction of the Faculty member.

When collaborations between students and Faculty are likely to result in the creation of Works which will be published or marketed for sale, a written agreement regarding ownership and the sharing of costs and revenues between Faculty member and student should be in place prior to the completion of the Work(s). It is the responsibility of the Faculty member to prepare such an agreement with the assistance of the Office of the Provost.

The parties further agree that students have no ownership rights in College-sponsored or College-commissioned Works.

When third parties are involved in the creation of Works described in this Article III, written agreements with those third parties shall govern ownership the ownership rights and economic interests in those Works.

4. **Patentable Subject Matter:** In the normal course of their work, Creators may conceive of, or reduce to practice, patentable subject matter. Such discoveries and inventions (the “Inventions”) must be promptly disclosed to the College.

The Creator in such Inventions shall have the right to pursue the patenting and commercialization of the Invention. If any such Invention is created without “extra College support” and is not a College-sponsored or Externally-Sponsored Work, the Creator shall be entitled to all revenue obtained under a patent or commercialization effort, and the College shall retain a perpetual, non-exclusive, and royalty-free license to use the invention in furtherance of its educational mission. Ownership rights in the patented or commercialization of the Invention which is College-Sponsored or Externally-Sponsored shall be governed by Article III. F. 2. b. and c. contained herein.

If the Creator does not wish to pursue a patent and commercialization of the Invention, the College may choose to do so. In such cases, the inventor shall cooperate with the College, within reasonable limits, and shall assign ownership rights in the invention to the College.

5. **Use of Curry Name and Logo:** The College agrees that the Curry College name and logo may appear on all traditional Works, College-Sponsored Works and Externally-Sponsored Works unless the College specifies otherwise or unless prohibited by written agreement, in the case of Externally-Sponsored Works. However, any use of the Curry College name or logo is a privilege granted by the College, subject to review and revocation by the Provost, who has the authority, exercisable in his or her sole discretion, to prohibit, restrict, or condition the use of the Curry College name and logo, if such use is deemed as tending to bring the College into disrepute or as otherwise in any way possibly harmful to the College.
6. The Faculty agrees that the Curry College name or logo may not be used on any Works developed outside the scope of any Faculty or staff member’s employment by the College or on any student created Work outside the academic and extra-curricular activities sponsored by the College, without the prior written permission of the Provost.

Notwithstanding this prohibition, Faculty may use the Curry College name in their academic or administrative title and in any biographical information included with any of their Works.

7. **Decision-making Authority:** The Provost is charged with making decisions regarding rights in Intellectual Property developed at the College.

If a Faculty member is unsatisfied with a determination made by the Provost and seeks to appeal, a panel composed of three administrators and three AAUP members will meet to reconsider the decision made by the Provost under this Article. If the panel is unable to reach a decision, the appeal will be forwarded to the President of the College for a final decision.

The parties agree that the grievance process, as specified in the Agreement, shall be used if a faculty member remains unsatisfied with the decision of the panel or the President.

This academic freedom article is from a contract for a tenure-track and non-tenure-track faculty bargaining unit represented by an AAUP-AFT affiliate at a private college. The article endorses the 1940 *Statement* and references the 1970 Interpretative Comments and the AAUP *Policy Documents and Reports*, quoting language concerning academic freedom in teaching, research, and extramural speech verbatim. It also includes a specific clause on intramural speech, noting that the article “shall be interpreted as covering all citizenship acts within the Curry community.” The article recognizes that to protect academic freedom individual privacy must be ensured for written and electronic communications. It also includes a separate section on intellectual property, including student intellectual property. The contract permits enforcement of academic freedom through the grievance and arbitration process. Finally, the article has an extensive section on substantive rights, responsibilities, and procedures relating to intellectual property.

3. Kalamazoo Valley Community College (Kalamazoo Valley Community College Faculty Association), 2022–26

- 3.54 Academic Freedom. The following excerpt is taken from the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure: "Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.... Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning."

Therefore, within the law, full freedom of inquiry and teaching shall be maintained and encouraged. Faculty members are entitled to freedom in the classroom in discussing their subjects, but shall avoid introducing into the teaching process controversial matter which has no reasonable relationship to the subject and shall not without just cause restrain a student from independent action in the student's pursuit of learning, and shall not without just cause deny the student access to varying points of view. Faculty shall not deliberately suppress or distort subject matter for which they bear responsibility.

Faculty are citizens, members of a learned profession and employees of an educational institution. When they speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. Faculty should remember that the public may judge their profession and their institution by their utterances. Hence, they 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 they are not speaking for the institution. (AAUP Policy Documents and Reports, 1995, 3-4)

- 5.89 Applicability of Agreement. The following sections of the Agreement are not applicable to Educational Professionals: 3.54, Academic Freedom, 5.62, Retraining, 5.632, Reassignment, 5.7, Innovative Assignments, 6.6, Sabbatical Leave, Appendix A and Appendix B.

These provisions come from a contract for a bargaining unit of full-time tenure- and non-tenure-track community college faculty represented by a joint AAUP-AFT affiliate. The first provision begins with an excerpt from the 1940 *Statement* and sets forth the purpose of academic freedom as applied to teaching and research. It also cites the AAUP *Policy Documents and Reports* in defining academic freedom for extramural expression. The provision is applicable to all full-time instructional faculty, counselors, librarians, and museum curators but not educational professionals such as museum program coordinators and nursing clinicians. The academic freedom provision mandates avoidance of controversial subjects in the classroom that do not have a reasonable relationship to the course subject matter and emphasizes the rights of students to engage in independent learning. It also prohibits faculty from denying students access to different perspectives. Violations of the academic freedom provision can be grieved and are subject to binding arbitration. Violations can also be raised in response to discipline under the contract's just cause and disciplinary process.

4. University of Alaska (United Academics). 2022–24

ARTICLE 6

ACADEMIC FREEDOM AND RESPONSIBILITY

- 6.1 The University of Alaska and United Academics agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any individual's right to free speech or to infringe upon the academic freedom of any member of the University community.
- 6.2 Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to indicate when appropriate that one is an institutional representative.
- 6.3 The University of Alaska and United Academics endorse the "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments," issued by the American Association of University Professors and the Association of American Colleges, and the 1999 statement "On Collegiality As a Criterion for Faculty Evaluation," issued by the American Association of University Professors.
- 6.4 The University of Alaska and United Academics agree that all members of the academic community have an obligation to maintain accepted standards of civility and professionalism, such as disclosing potential conflicts of interest as outlined in BOR policy 04.10.

This academic freedom article comes from a contract for a bargaining unit of full-time tenure- and non-tenure-track faculty represented by an AAUP-AFT affiliate at a large public research university. The article does not include a definition of academic freedom but does explicitly endorse the 1940 *Statement*, including the 1970 AAUP Interpretive Comments. The article also includes an "obligation" to maintain "civility and professionalism," including disclosure of potential conflicts of interest. It also endorses the 1999 AAUP statement *On Collegiality as a Criterion for Faculty Evaluation*, which affirmed that "collegiality" should not be considered when evaluating faculty for tenure, promotion, or renewal, but the article does not reference the 2016 AAUP [revisions to the 1999 statement](#). Violations of the academic freedom article can be grieved and are subject to bargaining arbitration. The contract includes a just cause provision and a defined disciplinary procedure.

5. Delta College (Delta College Faculty Association), 2022–25

ARTICLE IV

FACULTY RIGHTS AND RESPONSIBILITIES

4.1 Academic Freedom

The parties are committed to academic freedom, meaning the freedom of expression and the pursuit of truth in teaching and student learning.

This freedom is mainly in support of our values of diversity, integrity, and respect, the parties support the open, inclusive, and civil exchange of ideas in any setting associated with the College. This freedom is manifested institutionally.

Faculty members have academic freedom in the classroom and in discussing their assigned subjects and disciplines. Faculty members may select relevant timely topics that support course outcomes and objectives. Consistent with AAUP's long-standing statement on academic freedom, Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Academic freedom gives both Faculty and students the right to express their views in speech, writing, and through electronic and other communication both on and off campus without fear of sanction unless the manner of expression substantially impairs the rights of others.

Faculty members are citizens, members of a learned profession, and leaders of an educational institution. When they speak or write as citizens on matters of public concern, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational leaders, they should remember that the public may judge their profession and their institution by their communication(s). They should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to demonstrate that they are not speaking for the College.

Faculty members are entitled to academic freedom in research, publication, and creative output (e.g., stories, plays, music, art).

4.1.1 Academic Freedom with Methods and Materials

Faculty have academic freedom to determine the appropriate classroom methods and materials consistent with discipline standards, professional standards, and best practices to serve our students.

4.1.2 Academic Freedom in Curriculum

Faculty have academic freedom to develop and oversee the appropriate curriculum, consistent with discipline standards, professional standards, and best practices to serve our students.

These provisions are part of a faculty rights and responsibilities article from a contract for a bargaining unit of full-time tenure-eligible and non-tenure-track faculty represented by an NEA affiliate at a community college. The article recognizes academic freedom to be primarily in support of diversity, integrity, and respect for an open exchange of ideas. It defines academic freedom to include teaching, research, and extramural expression consistent with the 1940 *Statement*, making specific reference to it and drawing from its exact language. The article specifically delineates faculty's freedom to choose methods and materials for courses and faculty oversight of the curricula, both "consistent with disciplinary standards, professional standards, and best practices." It recognizes that academic freedom protects the rights of both faculty and students to express themselves, including through electronic means on and off campus. It discourages the introduction of controversial matters that have no relationship to the course subject and requires faculty to be accurate, exercise appropriate restraint, and respect the opinion of others. Violations of academic freedom can be grieved and the subject of binding arbitration. The contract also includes a just cause provision and a disciplinary procedure.

6. Montana State University Billings (Montana State University Billings Faculty Association), 2019–23

3.200 ACADEMIC FREEDOM

The parties to this Agreement recognize and accept the importance of academic freedom to faculty members.

In accordance with Board of Regents Policy 302, faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the Administration of the institution. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject. A faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When faculty speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational officers, faculty should remember that the public may judge their profession and their institution by their utterances. Hence faculty 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 they are not institutional spokespersons.

15.130 TERMINATION FOR CAUSE

Termination of the appointment of a faculty member may be effected by the University for adequate cause, regardless of the type of appointment and before the end of its specified term if any. Terminations will not be employed as a punitive measure or to punish faculty members for the exercise of their right to academic freedom or constitutionally guaranteed civil rights. Whether adequate cause exists for termination shall be determined by the Chancellor, pursuant to Sections 15.131 – 133 below.

These academic freedom and disciplinary sections come from a contract for a bargaining unit of part-time and full-time tenure-track and non-tenure-track faculty at a public state university represented by an NEA-AFT affiliate. The academic freedom section includes language derived from the 1940 *Statement* addressing research, teaching, and extramural activity. The provision is in accordance with the university's [Regents Policy 302](#), which quotes from the 1940 *Statement*'s definition of academic freedom, with the caveat that the Regents Policy places particular emphasis on "the responsibilities as well as the privileges which members of the profession and professional organizations associate with this important concept of American life." The termination provision also states that faculty will not be discharged for exercising their academic freedom rights or constitutionally protected civil rights. A faculty committee is responsible for investigating and producing a report on allegations against a faculty member that is submitted to the chancellor for their determination. A chancellor's determination to discharge can be grieved and is subject to binding arbitration.

7. Montana State University [Bozeman] (Graduate Employee Organization of Montana State University), 2019–23

ARTICLE 7: ACADEMIC FREEDOM AND RESPONSIBILITIES

7.01 ACADEMIC FREEDOM

GAs are entitled to the same academic freedom as is granted to faculty according to Board of Regents Policy 302 – Academic Freedom.

7.02 PROFESSIONAL RESPONSIBILITIES

All members of the university community are expected to relate in a professional manner. It is the responsibility of the University and the GAs to ensure that members of the university community are free from abuse, threats, intimidation, bullying, discrimination, or unprofessional behavior.

7.03 MEETINGS WITH UNIVERSITY

A GA shall be entitled to have a union representative present during any required meeting before the University or its agents concerning any matter which could adversely affect the conditions of the GA's Appointment. The University shall give the GA adequate prior written notice of the reason for such a meeting and of the right to union representation.

The Union may not participate in any meeting that relates solely to the academic performance of any GA as a graduate student, even if the academic decision may result in a change of eligibility for appointment as a GA.

This academic freedom and responsibilities article comes from a contract for a bargaining unit represented by an NEA-AFT affiliate covering graduate student employees at a public state university. The article states that graduate student employees are entitled to the same academic freedom rights as faculty under the university's [Regents Policy 302](#). Regents Policy 302 quotes from the 1940 *Statement's* definition of academic freedom, with the caveat that the Regents place particular emphasis on "the responsibilities as well as the privileges which members of the profession and professional organizations associate with this important concept of American life." Violations of the academic freedom and responsibilities article, as well as disciplinary actions, are grievable and subject to binding arbitration.

8. College of Lake County (College of Lake County Adjunct Faculty Organization), 2022–23

ARTICLE 5: CONDITIONS OF EMPLOYMENT

5. A. Academic Freedom

It is assumed that each adjunct faculty member shall engage in those activities which shall at no time be detrimental to the College of Lake County. Adjunct faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

Adjunct faculty members may participate in any activity or organization that is not in direct violation of the policies of the Board of Trustees of Community College District 532 or of the laws of the State of Illinois or the United States of America. The Board of Trustees of Community College District 532, or its appointed administrators, shall not discriminate in any way against any adjunct faculty member by reason of participation or membership in adjunct faculty or student organizations, or religious, political, social, organizations or activities which are not in violation of the policies and laws described above.

Academic freedom is defined in the following Statement of Principles established by the American Association of University Professors, which is set forth herein as an expression with which the parties find agreement as a statement of general objectives and guidelines.

1. The adjunct is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The adjunct is entitled to freedom in the classroom in discussing their subject, but the adjunct faculty member should be careful not to introduce into their teaching controversial matters (which have no relation to their 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.
3. The College or university adjunct is a citizen, a member of a learned profession, and an officer of an education institution. When the adjunct faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and an educational officer, the teacher should remember that the public may judge their profession and their institution by their utterances. Hence, the adjunct faculty member 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 he/she is not an institutional spokesperson.
4. Faculty Assignment of Grades

Adjunct faculty members shall be responsible for the determination and issuance of academic grades for the courses they teach, and in the event of an appeal, Board policy, then in effect, will be followed.

These provisions come from a contract for a bargaining unit of full-time and part-time contingent faculty at a community college represented by an AFT affiliate. The contract uses language from the 1940 *Statement* to describe general objectives and guidelines with respect to research, teaching, and extramural speech. The scope of protected academic freedom is circumscribed by contract mandates that faculty “present all facets of controversial issues in an unbiased manner” and that they should not engage in activities that could be deemed “detrimental” to the college or participate in activities that directly violate unspecified college policies or state and federal laws. Elsewhere, the contract permits grievances for alleged violations of academic freedom, which are subject to binding arbitration, but a “decision to impose a disciplinary sanction less than termination or permanent non-reassignment is . . . not grievable.” The contract lacks a just cause provision or a specific disciplinary procedure other than permitting a grievance to challenge discipline short of discharge.

9. Kent State University (Kent State Chapter of the AAUP), 2019–22

ARTICLE IV

ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

Section 1. The parties recognize that membership in the academic profession carries with it both special rights and also special responsibilities. Accordingly, the parties reaffirm their mutual commitment to the concepts of academic freedom and professional responsibility.

Section 2. As stated in the American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, Faculty members are entitled to freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly-emerging electronic formats such as the creation of digital images, web sites, or home pages.

Faculty members are entitled to freedom in the classroom (including the virtual classroom) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. In making public statements—including the exercise of the right to responsible dissent on matters of institutional policy or educational philosophy—members of the Faculty have an obligation to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to make every effort to indicate that they are not speaking for the University.

Section 3. As stated in the American Association of University Professors' 1966 Statement on Professional Ethics, Faculty members, in exercising their professional roles as teacher, scholar and colleague, accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge, and to practice intellectual honesty in accord with the standards of expectation of their respective disciplines and of the University's Faculty Code of Professional Ethics.

This academic freedom and professional responsibility article comes from a contract covering a full-time tenured and tenure-track faculty bargaining unit represented by an AAUP-AFT affiliate at a public research university. It affirms the parties' mutual commitment to academic freedom, including professional responsibilities, and explicitly references the 1940 *Statement*, the AAUP's 1966 *Statement on Professional Ethics*, and the University's [Faculty Code of Professional Ethics](#). The article extends academic freedom to "the virtual classroom" and freedom of expression to "electronic formats" such as "digital images, web sites, or home pages." It warns against introducing controversial subjects in the classroom that lack a relationship to the course subject. The article includes protections for public statements by faculty as well as "the right to responsible dissent on matters of institutional policy or educational philosophy," with the caveats that faculty "exercise appropriate restraint," show respect for the opinions of others, and make every effort to indicate they are not speaking on behalf of the institution. The article also obligates faculty "to exercise critical self-discipline and judgment" in performing their professional duties. Violations of academic freedom and just cause discipline can be grieved and are subject to binding arbitration. The contract establishes a peer review committee procedure to hear, determine, and make recommendations when a proposed sanction involves a termination or suspension. The imposition of a disciplinary sanction involving termination, suspension, or loss of pay and/or benefits can be challenged by the faculty member through the grievance procedure.

10. University of Connecticut (UConn Chapter of the AAUP), 2021–25

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 By-Laws (as set forth in Article 8.3).
- 3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure. Discipline will not be used to restrain bargaining unit members in the exercise of academic freedom. Academic freedom can be used as a defense in any disciplinary proceeding.

ARTICLE 13

MEMBERS OF THE UNIT NOT IN A TENURE TRACK

- 13.7 Dismissal or Non-Renewal of a Multi-Year Appointment for Just Cause

(This section is applicable to non-probationary employees only):

The parties wish to encourage open communication between administrators and non-tenure track bargaining unit members and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a non-probationary bargaining unit member not in the tenure track or non-renewal of such a bargaining unit member following a multi-year appointment should occur only as the final step in a progressive disciplinary system. The level of proof shall be a preponderance of the evidence. Each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track members of the bargaining unit.

ARTICLE 27

DISCIPLINE FOR TENURED AND/OR TENURE-TRACK FACULTY

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain members of the bargaining unit in the exercise of their academic freedom or their rights as citizens. The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system. Each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct.

- A. Discipline and dismissal for tenured or tenure-track faculty shall be for just cause such as:
 1. neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, failure to meet continuing educational requirements, or to fulfill professional commitments;
 2. insubordination, serious misconduct, or non-compliance with University of Connecticut By-Laws (as set forth in Article 8.3); noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes), or with University, State, or Federal regulations governing research;

3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, tenure, salary increase, or other benefit;

ARTICLE 37

ATHLETICS

37.12 Dismissal for Just Cause

The parties wish to encourage open communication between administrators and bargaining unit members in the titles covered in this Article and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a bargaining unit member in the titles covered in this Article should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the provisions of Article 3 on academic freedom apply to all bargaining unit members in the titles covered in this Article.

This academic freedom article and nonrenewal and disciplinary provisions, come from a contract for a combined faculty and coaches unit at a research university represented by an AAUP-AFT affiliate. The article does not define academic freedom directly but reaffirms the university's commitment to the principles of academic freedom set forth in its [by-laws](#), which are applicable to all bargaining unit members, including educators in the cooperative extension, research scientists and scholars, coaches, and trainers. The by-laws cite the 1940 *Statement* and specify protections for teaching, research, and extramural and intramural speech but with caveats including discouraging the introduction of material unrelated to the course and the failure to present course subject matter in the curriculum. The academic freedom article is a statement of "intent and policy," and violations of academic freedom are not subject to the contract's grievance procedure. However, the dismissal for just cause provision explicitly permits the use of academic freedom as a defense against discharge or as part of the challenge to a nonrenewal.

11. Delaware State University (Delaware State University Chapter of the AAUP), 2016–21

ARTICLE 13 – WORKING CONDITIONS

13.1 Unit Member Rights and Entitlements

- 13.1.1 Unit members are entitled to free inquiry, free expression, and free association to assure academic freedom.
- 13.1.2 Unit members shall also have the right to speak freely, civilly, and to express dissent on matters of educational philosophy, institutional policies, and on the administration and operation of the University; provided, however, that 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 opinion of others, and should make every effort to indicate that he/she is not a spokesperson for the institution.
- 13.1.3 Consistent with Department standards and policies, unit members shall enjoy full academic freedom in the content of teaching, the selection of textbooks, the methods of instruction, and the conduct of the classroom. Such freedom shall not permit the unit member from deviating from departmental selection of primary textbook for multiple section courses.
- 13.1.4 Unit members are entitled to an honest and unprejudiced evaluation of their work and performance.
- 13.1.5 Unit members are entitled to access to those facilities and services of the University that are appropriate to their professional responsibilities with due regard for the rights of others.
- 13.1.6 Unit members have the right to be informed of the rules and provisions that govern their conduct and of the expectation that is set for their performance.

This unit member rights and entitlements provision is from a contract for a bargaining unit of full-time and part-time tenure-track and non-tenure-track faculty at a state university represented by an AAUP-AFT affiliate. It does not quote or reference the 1940 *Statement* but guarantees faculty “full academic freedom” in teaching. Under AAUP-supported principles of academic freedom, each faculty member has the right to determine how best to teach his or her course. But that right is not absolute. It is limited by, among other things, obliging faculty members to honor curricular decisions of a group of faculty—a department, a division, a college, a school, etc. The provision does not address academic freedom in research or extramural speech but includes protections for intramural speech, with faculty being responsible for being accurate, exercising appropriate restraint, and respecting the opinions of others. The provision includes nontraditional rights related to access to university facilities and services and being informed about university rules concerning individual conduct and job performance. Disputes concerning the interpretation and application of the provisions are subject to the grievance arbitration process.

12. University of Delaware (University of Delaware Chapter of the AAUP), 2016–21

ARTICLE II – PURPOSE

The purpose of this Agreement is to promote harmonious relationships between the faculty and the administration of the University, to improve the quality of education, and to maintain the high standards of excellence at the University of Delaware, and is the sole and exclusive embodiment of all agreements between the University and the AAUP covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the education, research and related programs of the University and the welfare of the student body. In the furtherance of the purpose of this Agreement, the parties agree to adhere to the following Statement on Academic Freedom.

Academic freedom is the freedom to teach, both in and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Academic freedom also encompasses the freedom to address any matter of institutional policy or action whether or not as a member of any agency of institutional governance. Faculty have the freedom to address the larger community with regard to any social, political, economic, or other interest. The freedoms enumerated in this policy apply without institutional discipline or restraint save for statements or actions that demonstrate disciplinary incompetence, or that violate the University's Professional Ethics Statement (as edited on February 12, 1999), or the University's standards pertaining to disruptive behavior (as adopted on June 1, 1970). Alterations to these statements made subsequent to the signing of this Agreement do not affect the freedoms enumerated in this Article unless ratified by the UD-AAUP. Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the institution.

It is understood that this Agreement in no way diminishes the responsibility of faculty, of department chairpersons, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment.

In this agreement, the terms "departments" and "department chairpersons" encompass academic units and academic directors.

Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

This article is from a contract for a bargaining unit of full-time tenure and non-tenure-track faculty represented by an AAUP-AFT affiliated at a public research university. The academic freedom language is in the article describing the contract's purpose, which states that its "intent and purpose" is to preserve the university's educational and research missions as well as the welfare of the student body. Academic freedom is defined in terms that mirror the 1940 *Statement*, including freedom to teach, research, and engage in intramural and extramural speech, but the article does not reference or quote the 1940 *Statement*. Rather, it cites the university's "Professional Ethics Statement" and policy on disruptive behavior in the [Faculty Handbook](#). The article states that subsequent changes to either of those policies will not be applicable to the bargaining unit unless the modifications are ratified by the AAUP-AFT-represented bargaining unit. A violation of academic freedom is grievable and subject to binding arbitration. The contract also includes an adequate cause provision for termination, which is subject to review under the grievance-arbitration procedure.

13. Minneapolis College of Art and Design (SEIU Local 284), 2018–22

ARTICLE III

ACADEMIC FREEDOM

Section 1. Academic freedom applies to both teaching and research. 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 teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Section 2. Faculty are entitled to full freedom in publications and research subject to meeting the needs of their other academic duties, but curricular and co-curricular projects for personal pecuniary gain which involve MCAD students, equipment or facilities or otherwise relate to MCAD, must be approved in advance by the Vice President of Academic Affairs.

Section 3. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching matter which has no relation to the curriculum, subject, or learning outcomes of the class.

Section 4. Faculty are citizens, members of a learned profession, and employees of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and Faculty Members, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should indicate that they are not speaking for the institution.

This academic freedom article is from a contract for a full-time non-tenure-track bargaining unit at a private art and design college represented by an SEIU local. While the article does not quote or reference the 1940 *Statement*, it mirrors the language regarding academic freedom in teaching, research, and extramural speech. It also discourages the introduction of issues that do not relate to the curriculum, course subject, or learning outcomes. It includes limitations on “pecuniary gain” in research and refers to “special obligations” when faculty “speak or write as citizens.” Violations of the academic freedom article are grievable and arbitrable, but grievances over the expiration of an appointment, the failure to offer promotion, or reappointment are not permitted. Instead, objections over those issues can be raised under a separate appeals process ending with the president. The contract includes a just cause provision that can be grieved and is subject to binding arbitration.

14. Nebraska State Colleges (State College Education Association), 2019–21

ARTICLE III.

STATEMENT ON ACADEMIC FREEDOM

Concepts of academic freedom are based on the current AAUP Statement of Principles and Interpretive Comments on Academic Freedom and Tenure (“Statement”). The Statement, however, is not incorporated herein by reference.

This short academic freedom article comes from a contract for a full-time tenure- and non-tenure-track faculty bargaining unit at a state college represented by an NEA affiliate. While the article states that “concepts of academic freedom are ‘based on’ the” 1940 *Statement* and 1970 Interpretative Comments, it does not include a definition of academic freedom and is explicit that the 1940 *Statement* “is not incorporated herein by reference.” As a result, AAUP interpretations will not constitute binding authority in interpreting and applying this article. The contract includes a just cause provision, a disciplinary procedure with hearings conducted by a faculty advisory committee, and a grievance process for challenging a denial of tenure on academic freedom grounds. The reasons given for the nonrenewal of non-tenure-stream faculty are not grievable. The contract does not include binding arbitration. Final decisions on a grievance are made by the chancellor and can be challenged only under state or federal laws or through agreed-upon mediation.

15. Butler Community College (Butler Community College Education Association), 2020–21

ARTICLE VI

CODE OF ETHICS

- Shall have the right to exercise academic freedom, (as defined by the American Association of University Professors), within the law, for inquiry, teaching, research, and the pursuit of knowledge. In the exercise of this academic freedom, Professional Employees may, within the law and AAUP guidelines, discuss their own subject areas in the classroom, including controversial materials, as long as such discussions and materials are relevant to the subject area and Professional Employees distinguish between personal opinions and factual information. When social media is used as an academic vehicle, the statutes and the AAUP guidelines apply as noted above.

This provision comes from a code of ethics in a contract for a bargaining unit of non-tenure-track community college faculty represented by an NEA affiliate. The provision alludes to the AAUP definition of academic freedom and unspecified AAUP guidelines but does not reference, quote, or paraphrase the 1940 *Statement*. While the provision references “inquiry, teaching, research, and the pursuit of knowledge” as being protected by academic freedom, it excludes extramural speech and protects social media usage only when used as “an academic vehicle.” The language also narrows academic freedom for teaching by requiring classroom “discussions and materials” to be relevant to the course subject matter and requires “distinguishing between” information and “personal opinions.” A violation of the provision is grievable but not subject to binding arbitration. The contract includes a just cause provision but does not have a negotiated disciplinary procedure.

16. University of Maine (Associated Faculties of the University of Maine), 2019–21

ARTICLE 2 – ACADEMIC FREEDOM AND FACULTY EXPRESSION

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the University. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students. Academic freedom is the freedom of Unit members to present and discuss all relevant matters in the classroom, to explore all avenues of scholarship, research and creative expression, and to speak or write without any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members have the right to comment as faculty on matters related to their professional duties, and the functioning of the University, subject to the need for courteous, professional and dignified interaction between all individuals and the parties' shared expectation that all members of the campus community will work to develop and maintain professional relationships that reflect courtesy and mutual respect recognizing a Unit member's responsibility to refrain from interfering with the normal operations of the University and the ability to carry out its mission.

Additionally, Unit members as citizens are entitled to the rights of citizenship in their roles as citizens, including to comment on matters of public concern. Because of their special status in the community, unit members have a responsibility and an obligation to indicate when expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

The University of Maine System is a public institution of higher education committed to excellence in teaching, research, and public service. Together, the students, faculty, and staff form our state wide University community. The quality of life on and about the member Universities is best served by preserving the above described freedoms and civility.

This academic freedom and faculty expression article is from a contract for a full-time tenured and tenure-eligible bargaining unit represented by an NEA affiliate at a public university. It recognizes academic freedom as essential to the university's educational mission, which includes a corresponding responsibility to the university and the students. The article defines academic freedom in ways that cover teaching, research, extramural speech, and intramural speech but does not quote or reference the 1940 *Statement* and excludes AAUP language. The article includes an expectation of "courteous, professional and dignified interaction," civility, and noninterference in the university's normal operations and educational mission. Violations of the article can be grieved and subject to binding arbitration. The contract also includes a just cause provision and a disciplinary procedure.

17. Georgetown University (SEIU Local 500), 2021–24

ARTICLE 8 – ACADEMIC FREEDOM AND FACULTY RIGHTS AND RESPONSIBILITIES

- A. Subject to the terms of this Agreement, adjunct faculty members shall enjoy the same academic freedom as do all faculty members at Georgetown University, as provided in the Georgetown University Faculty Handbook, campus, department and School policies, as they may be modified from time to time. An adjunct faculty member's claim of violation of academic freedom will be subject to the Grievance and Arbitration Procedure under Article 16 of this Agreement if it involves discipline or discharge under Article 15 or the interpretation, application, or claimed violation of any other specific term or provision of this Agreement; otherwise the claim of violation of academic freedom will be handled through the Faculty Grievance Code in the Faculty Handbook, if it is a grievable matter under the Faculty Grievance Code, as determined by the procedures set forth in the Faculty Grievance Code. A claim may not be heard on the merits through both the Faculty Grievance Code and the Grievance and Arbitration Procedure in Article 16 of this Agreement.

- B. Subject to the terms of this Agreement, adjunct faculty members shall have the same responsibilities in connection with their teaching, grading, and professional conduct as do all faculty at Georgetown University, as provided in the Georgetown University Faculty Handbook, campus, department and School policies, as they may be modified from time to time.
- C. Subject to the terms of this Agreement, adjunct faculty members shall have the same rights and responsibilities as do all faculty at Georgetown University under the Honor System, the Undergraduate Bulletin, the Graduate Bulletin, campus, department and School policies, as they may be modified from time to time, including the obligation to report apparent violations of these policies.
- D. Subject to the terms of this Agreement, adjunct faculty members shall have the same rights and responsibilities under the University's Intellectual Property Policy, as it may be modified from time to time, as do all faculty who are covered by that policy.
- E. If there is a standard course syllabus, it will be provided to the adjunct faculty member who is appointed to teach the course. If there is no standard or existing course syllabus, then the adjunct faculty member shall develop a new syllabus in consultation with the Dean/Department Chair/Program Director, or designee.
- F. Subject to the terms of this Agreement, all other responsibilities shall be set forth in writing between the University and the adjunct faculty member.
- G. The Union shall be notified and provided an opportunity to comment on proposed changes to the Faculty Handbook. The notice shall be provided at least fourteen (14) days before the proposed changes are scheduled to be implemented, and comments will be considered if they are submitted by the Union within fourteen (14) days after the Union's receipt of the proposal. The University shall retain the right to implement changes to the Faculty Handbook following this notice and comment period.

This academic freedom, rights, and responsibilities clause comes from a contract for a part-time non-tenure-track faculty bargaining unit at a private research university represented by an SEIU local. The clause grants contingent faculty the same academic freedom rights and responsibilities of all faculty under the university's [faculty handbook](#) and policies. The contract permits the university to modify the faculty handbook with fourteen days' notice to the union and without negotiations.

Neither the faculty handbook nor the contract quotes or references the 1940 *Statement*. The handbook defines academic freedom as protecting research, teaching, grading, and shared governance. Extramural speech is mentioned in another section. The contract clause addresses academic freedom rights and responsibilities only as they pertain to teaching and intellectual property. A denial of academic freedom is subject to the contract's grievance-arbitration procedure if it involves discipline or a grievance challenging the interpretation and application of other specific provisions in the contract. Otherwise, a denial of academic freedom must be grieved under the procedures in the handbook.

18. Southern Illinois University (Edwardsville Faculty Association). 2018–22

ARTICLE 6

ACADEMIC FREEDOM AND FACULTY RESPONSIBILITIES

Section 6.01. Academic Freedom. Academic freedom is integral to the conception of the University as a community of scholars engaged in the pursuit of truth and in the communication of knowledge in an atmosphere of tolerance and freedom. The University serves the common good through teaching, research/creative activities, and service. Institutions of higher education are conducted for the common good and not to further the interest of either the individual or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to teaching, research/creative activities, and service. Freedom in research/creative activities is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom also attaches to faculty as members of their institution who share in its governance. While they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their right to criticize and seek the revision of the University's policies, procedures, and practices. The fulfillment of these functions, intramurally and extramurally, necessarily rests upon the preservation of academic freedom. The University and the Association therefore affirm that academic freedom is a right protected by this Agreement and is fundamental to the Faculty member's responsibility to seek and to state truth to the best of their ability as members of a community of scholars. All members of the SIUE community have a responsibility to exemplify and support these freedoms in the interests of reasoned inquiry. The University and the Association also recognize that academic freedom carries with it duties correlative with rights. To this end, the Faculty devote their energies to developing and improving their scholarly competence; accept the responsibility to exercise critical self-discipline and judgement in using, extending, and transmitting knowledge; and practice intellectual honesty. The University and the Association shall both maintain, encourage, protect, and promote the Faculty's academic freedom in teaching, research/creative activities, and professional, university, and employment-related public service, as well as promote and encourage the exercise of the correlative duties and responsibilities attendant with academic freedom described in Section 6.02.

The University shall not apply any provision in this Agreement to violate a Faculty member's academic freedom, nor shall a Faculty member be punished for exercising their academic freedom. Membership in the academic community imposes on faculty members an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals, damage institutional facilities, or disrupt the work of one's colleagues.

A Faculty member shall be free to discuss relevant matters in the classroom using methods of their discipline, to explore avenues of scholarship, research, and creative expression that seek to expand human knowledge, to speak freely on matters of university governance, and to speak, write, or act in an atmosphere of freedom and confidence.

a. Teaching. Faculty members shall have the freedom to:

- i. Present and discuss, frankly and forthrightly, controversial material relevant to the academic subject being taught.
- ii. Select instructional materials, define course content, and determine grades within general Department, College/School, and University guidelines.
- iii. Determine a grade for student performance. Consistent with the principle that the Faculty member should be the sole judge of a student's performance in a course, the grade a Faculty member determines for a student's performance shall generally not be changed without the Faculty member's consent, except following established University policies and procedures (e.g., Student Grievance policy, policies of the University Registrar, and Office of the Bursar).

iv. Persons with supervisory, assessment or other administrative roles may enter a classroom/studio/laboratory after prior consultation with the faculty member. Agreement for the visit shall not be unreasonably withheld. In general, such visits shall be scheduled for times that are least disruptive to the learning environment. Registration for the course constitutes prior permission. The University shall support the authority of each Faculty member to have unauthorized persons removed from the Faculty member's classroom/studio/laboratory.

- b. Research/Creative Activities. Faculty members shall have the right to freely engage in scholarly and creative activity and publish or otherwise communicate the results of such activity.
- c. Service. The University shall not restrict or prohibit Faculty's chosen service activities while ensuring that its service and accreditation needs are met.
- d. External Activities. The above freedoms exist regardless of the forum in which activities are engaged, including but not limited to sabbaticals, visiting scholar positions, and web-based activity.

Section 6.02. General Responsibilities of Faculty. Along with academic freedom, Faculty members have a responsibility to:

- a. Observe and uphold the ethical and scholarly standards of their disciplines in the pursuit and communication of knowledge;
- b. Treat students, staff, colleagues, and guests fairly and civilly;
- c. Avoid any exploitation of such persons for private advantage and treat them in a manner consistent with relevant University policy as well as the provisions of this Agreement's policy on nondiscrimination;
- d. Participate and uphold evaluation processes, evaluating students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- e. Represent themselves as speaking for the University only when authorized to do so; and
- f. Maintain, encourage, protect, and promote academic freedom so that it is not compromised by harassment, censorship, reprisals, or prohibited discrimination as defined in this Agreement.

Section 16.03. Guiding Principles for Discipline.

- a. Discipline, dismissal or the threat of discipline or dismissal may not be used to restrain Faculty members in their exercise of academic freedom.
- b. Discipline under this Article shall only be for just cause.
- c. Typically, the University will follow the principle of progressive discipline. The gravity or seriousness of given conduct may justify immediate administrative leave with pay or other sanction without any prior discipline.

- d. Notice of any action or meeting must be provided to the Faculty member. The University shall be deemed to have provided notice by sending such notice to the Faculty member's last known address via U.S. mail or by hand-delivering such notice, as well as sending an email to the affected Faculty member's official SIUE email address. The University shall notify the Association at the same time as the Faculty member and shall notify the Faculty member of their right to Association representation.

ARTICLE 21

REDUCTION IN FORCE

Section 21.01. General. The Parties agree that the first duty of the University is to protect its academic mission, particularly regarding the quality of instruction, scholarship and creative activity, and service, as well as the preservation of academic freedom.

These academic freedom, responsibilities, disciplinary and reduction in force clauses come from a contract covering tenure-track faculty at a public university represented by an NEA affiliate. The academic freedom language is consistent with but does not reference the 1940 *Statement*. It starts with the proposition that higher education serves the “common good through teaching, research/creative activities, and service,” which includes the search for truth, the advancement of truth, and student learning. The provision identifies the fundamental purposes of academic freedom and defines it as a collective right that covers teaching, research, extramural speech (including social media), and intramural speech (including participation in shared governance). It defines teaching to include presenting and discussing controversial topics, creating syllabi, and grading. It also grants supervisors the right to enter classrooms and labs with the prior consent of the faculty member, which cannot be unreasonably withheld.

The provisions obligate the entire university community to protect and defend academic freedom, with the university and union affirming that academic freedom is protected under the contract. The academic freedom protections can be enforced through the negotiated grievance procedure that ends in binding arbitration. The contract also specifically prohibits the university from using discipline or threats of discipline to restrain the exercise of academic freedom. Lastly, it requires just cause to discipline, the application of progressive discipline, and includes a clear disciplinary procedure where academic freedom can be raised as a defense.

19. Connecticut Community and Technical Colleges (SEIU Local 1973). 2021–25

A. PRIMARY PROFESSIONAL STAFF AGREEMENT

ARTICLE VI

ACADEMIC FREEDOM

ARTICLE III - Academic Freedom All members when teaching shall have academic freedom to conduct their courses, provided that the subject matter is that which has been specified by the college.

The Board of Regents 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, and should make every effort to indicate that he/she is not an institutional spokesperson.

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.

This article comes from the contract for a community college bargaining unit of professional employees working 20 or more hours per week including faculty and administrators, counselors and librarians represented by an SEIU local. The article includes language that mirrors certain aspects of the 1940 *Statement*, though it is not referenced, quoted, or paraphrased. The article states that interpretations of academic freedom by professional associations or labor organizations, such as the AAUP, are not binding. The article includes broad academic freedom protections for research and extramural speech, with standard language about faculty responsibilities. The academic freedom provision for teaching is limited to the course's specified subject matter, and it discourages faculty from raising controversial issues in the classroom unrelated to the course subject. Violations of academic freedom may be raised under the grievance procedure ending in binding arbitration or can be raised as a defense to discipline under the just cause and negotiated disciplinary provisions.

B. PART-TIME EMPLOYEE AGREEMENT

ARTICLE III

ACADEMIC FREEDOM

All members when teaching shall have academic freedom to conduct their courses, provided that the subject matter is that which has been specified by the college.

This article comes from a separate agreement for a bargaining unit of part-time teaching employees, part-time non-teaching employees, and coaches represented by the same SEIU local. The article severely limits academic freedom to when unit employees are teaching their courses on subject matter specified by the institution. In contrast to the primary agreement, the article does not contain language that mirrors the 1940 *Statement*. Violations of academic freedom may be raised under the grievance procedure ending in binding arbitration or can be raised as a defense to discipline under the just cause provision of the part-time agreement.

20. The Cooper Union (The Cooper Union Federation of College Teachers), 2016–19

ARTICLE TWO – ACADEMIC FREEDOM AND ACADEMIC FREEDOM GRIEVANCE PROCEDURES

- A. Purpose.** Academic freedom is essential to the functioning of The Cooper Union as an institution of higher education. Academic freedom is fundamental for the protection of the rights of the Faculty in carrying out their professional responsibilities and of the rights of the students to freedom in learning.
- B. Publication.** The Faculty member is entitled to full academic freedom in research, consulting, and other creative activities and in the publication and display of the results. Such academic freedom shall include the display and publication of work done by a student of a Faculty member which is done under the Faculty member's direction, guidance or advice but any such display, publication, etc., shall be made only after obtaining the consent of, and with appropriate attribution to, the student. The Cooper Union also agrees that if it wishes to include contributions by bargaining unit member(s) in grant applications and project proposals, it will not do so without informing the bargaining unit member(s) and obtaining his/her or their permission.
- C. Classroom.** The Faculty member is entitled to freedom in the classroom in discussing his or her subject.
- D. Institutional Censorship.** The Faculty member is a citizen, a member of a learned profession, and an employee of The Cooper Union. When speaking or writing as a citizen, any Faculty member is free from institutional censorship or discipline, but should, when appropriate, also make every effort to indicate that he or she is not acting as a spokesperson for The Cooper Union.
- E. Freedom of Discussion.** A Faculty member is entitled to full freedom of discussion, without reprisal, in all Cooper Union bodies within the framework of the established rules of those bodies.
- F. Librarians.** To the extent applicable, the principles stated in this Article shall apply to Librarians.
- G. Academic Freedom Grievance & Arbitration Procedures.**
 - 1. The following Academic Freedom Grievance and Arbitration Procedures ("Academic Freedom Grievance Procedures") shall apply exclusively to any grievance based, in whole or in part, on a claimed violation of this Article Two, paragraphs A through F, inclusive, ("Academic Freedom Grievance"). The Academic Freedom Grievance Procedures should not be construed to limit informal discussions between a member of the bargaining unit and representatives of The Cooper Union which may be used for the purpose of resolving a complaint before it achieves the status of a formal Academic Freedom Grievance, on the understanding that no resolution shall be made which is inconsistent with the terms and conditions of this Agreement.

2. The phrase Academic Freedom Grievance as used in these Academic Freedom Grievance Procedures shall mean any dispute concerning the application, interpretation, or reasonableness thereof, or other claimed violation of any substantive or procedural term or condition of Article II, paragraphs A through F, inclusive.
3. An Academic Freedom Grievant means: (1) an individual member of the bargaining unit; (2) a group of members of the bargaining unit having the same Academic Freedom Grievance; or (3) the CUUCT.
4. An Academic Freedom Grievance shall be processed in accordance with the following successive formal steps, as applicable:

Step 1. An Academic Freedom Grievance shall be presented in writing by the Academic Freedom Grievant or designee to the Dean of the Academic Freedom Grievant's Faculty or to the Library Director, as appropriate, within 45 days from the date on which the alleged Academic Freedom Grievance occurred or within 45 days from the date on which the Academic Freedom Grievant reasonably should have known about the matter being grieved, whichever is earlier. The Dean or Library Director, as appropriate, shall meet with the Academic Freedom Grievant and/or his or her designee within 5 working days from the day of original presentation of the Academic Freedom Grievance. The appropriate Dean or Library Director shall respond to the Academic Freedom Grievance in writing within 10 working days from the date of this meeting. If the Academic Freedom Grievance is not satisfactorily settled or withdrawn at Step 1 of these Academic Freedom Grievance Procedures, it shall be processed to the provisions of Step 2.

Step 2. Within 10 working days of receipt of the Step 1 decision issued pursuant to these Academic Freedom Grievance Procedures, the Academic Freedom Grievance shall be presented by the Academic Freedom Grievant or designee to the Chief Academic Officer, or designee. At this time, the Academic Freedom Grievance shall set forth specifically the facts on which it is based and shall also designate each portion of this Article Two, Paragraph A through F, inclusive, that it is claimed has been violated. Within 5 working days of receipt of the Step 2 Academic Freedom Grievance, the Chief Academic Officer or designee shall meet with the Academic Freedom Grievant and/or designee to discuss the Academic Freedom Grievance and possible resolutions of it. Within 10 working days from the date of this meeting, the Chief Academic Officer or designee shall respond to the Academic Freedom Grievance in writing. An Academic Freedom Grievance which claims that a senior administrator (i.e., the President, the Chief Academic Officer, a Dean or the Library Director) has violated any provision of this Article Two, paragraphs A through F, inclusive, which is not satisfactorily settled or withdrawn at Step 2 of these Academic Freedom Grievance Procedures, may be processed by the CUUCT to Step 3 of these Academic Freedom Grievance Procedures ("Academic Freedom Arbitration"). When the Academic Freedom Grievance does not claim that a senior administrator has violated the provisions of this Article Two, A through F, inclusive, then the final step shall be Step 2 of these Academic Freedom Grievance Procedures.

Step 3. If the CUUCT elects to process the Academic Freedom Grievance to Academic Freedom Arbitration, then it must notify The Cooper Union of its intention to do so in writing within 20 working days of receipt of the Step 2 Academic Freedom Grievance Procedures decision. The Academic Freedom Grievance shall be submitted to Academic Freedom Arbitration in accordance with the following:

- a. The expense of the Academic Freedom Arbitration shall be borne equally by the parties.
- b. If The Cooper Union fails to respond at any Step of the Academic Freedom Grievance Procedures, the CUUCT and/or the Academic Freedom Grievant may appeal the Academic Freedom Grievance to the next higher Step, except that only the CUUCT may process an Academic Freedom Grievance to Step 3 Academic Freedom Arbitration.
- c. The time limits set forth in this Article Two may be extended by written agreement of the parties.

- d. Any Academic Freedom Grievance not initiated or appealed in accordance with these provisions shall be deemed waived and may not be pursued thereafter.
 - e. If an Academic Freedom Grievant which is not the CUFCT fails to appeal according to the time limits contained in the formal Steps of these Academic Freedom Grievance Procedures, The Cooper Union shall so notify the CUFCT, and the CUFCT shall have an additional 10 working days after such notification to appeal the Academic Freedom Grievance to the next Step, as applicable.
 - f. As used in the Academic Freedom Grievance Procedures, the references to "working days" shall be deemed to exclude holidays, Saturdays, Sundays, and any day on which The Cooper Union is in recess, with the exception that for the purpose of calculating time periods relating to any Academic Freedom Grievance involving the discharge of a member of the bargaining unit, recess times shall not be excluded.
 - g. Consistent with the reasonable needs of The Cooper Union, all reasonable steps shall be taken to schedule hearings under these Academic Freedom Grievance Procedures at a time and place which will afford a fair and reasonable opportunity for the Academic Freedom Grievant and witnesses to be heard. Any member of the Bargaining Unit whose work is interrupted by reason of participation in these Academic Freedom Grievance Procedures has the responsibility to inform the appropriate Dean or Library Director, as applicable, of the nature of such interruption, and to take all reasonable steps to ensure that his or her responsibilities to The Cooper Union are fulfilled.
 - h. At all formal Steps of these Academic Freedom Grievance Procedures, an Academic Freedom Grievant and/or designee shall have the right: (i) to be present at all Academic Freedom Grievance Steps, including the Academic Freedom Arbitration hearing, when applicable; (ii) to give testimony; (iii) to call witnesses to give testimony on his or her behalf; (iv) to cross-examine witnesses; (v) to be represented by counsel or other designee of the Academic Freedom Grievant's choosing; except that The Cooper Union agrees that it will not recognize any employee or Faculty organization other than the CUFCT, who or which is the representative of any other Faculty or teachers' organization, internal or external to The Cooper Union, which represents or seeks to represent faculty in collective bargaining.
- H. When the Academic Freedom Grievant is not represented by the CUFCT at any Step of the Academic Freedom Grievance Procedures, The Cooper Union shall give formal notice within a reasonable time prior to the scheduled meeting to the CUFCT of the claimed Academic Freedom Grievance and the time and place of any hearing. The CUFCT may be present and state its views whenever the decision on the Academic Freedom Grievance would involve the application or the interpretation of this Article Two or have impact on the terms and conditions of employment. No resolution of an Academic Freedom Grievance will be made which is contrary to the terms and conditions of this Article Two or to this Agreement.
- I. If the Academic Freedom Grievant is not the CUFCT, The Cooper Union will send copies of all appeals, decisions, and resolutions to the CUFCT at substantially the same time the Academic Freedom Grievant is notified.
- J. The Academic Freedom Grievant and the CUFCT shall have the right to all relevant data and information necessary to resolve the specific Academic Freedom Grievance.
- K. The Cooper Union and the CUFCT will accept Carol Wittenberg as the designated Arbitrator for all arbitrations under this Agreement.

- L. When any individual member of the bargaining unit or the CUUCT elects to pursue any Academic Freedom Grievance pursuant to these Academic Freedom Grievance Procedures, any such individual or the CUUCT, as the case may be, thereby waives the right to pursue relief for the same claim in any court, administrative agency or other forum in which the individual or CUUCT could otherwise properly make such a claim, until the Academic Freedom Grievance pursued under these Academic Freedom Grievance Procedures has been finally adjudicated as defined by applicable law. In addition, if the CUUCT or any member of the bargaining unit commences an action or proceeding before any court, administrative agency or other forum which could have been the subject of an Academic Freedom Grievance, the right to pursue the same claim as an Academic Freedom Grievance pursuant to these Academic Freedom Grievance Procedures is thereby waived.
- M. The Arbitrator shall limit his or her decision to the application and interpretation of the provisions of this Article Two, A through F, inclusive, and shall have no power to add to, subtract from, or otherwise modify the provisions of Article Two or the remainder of this Agreement in arriving at a decision of the Academic Freedom Grievance presented for resolution.
- N. The Arbitrator shall be bound by the rules of evidence as defined in the Federal Rules of Evidence and, in addition, shall render any decision in accordance with New York law.
- O. The Arbitrator's Award shall determine solely whether there was any violation of the provisions of this Article Two, paragraphs A through F, inclusive, or that there was not such a violation. In the event that the Arbitrator finds that there was no such violation, then the Award shall be binding and final. In the event that the Arbitrator finds that there was a violation, then the Arbitrator's Award shall be transmitted to the President who shall rectify or correct the violation in a manner that is consistent with the finding of the Arbitrator and with the terms of this Agreement. In the event that the CUUCT is not satisfied with the action taken by the President to rectify or correct the Academic Freedom violation, or if no action is taken within ninety (90) days, then the CUUCT may return to the same Arbitrator who will then be empowered (subject to the limits set forth in sub-section Q below) to fashion a remedy for the violation previously found. Once the Arbitrator decides the issue of relief, the Award shall be binding and final. Either party shall have the right to go to court to seek to enforce or vacate a final and binding Award.
- P. The burden of proof in any Academic Freedom Grievance under these Academic Freedom Grievance Procedures shall be on the person, persons or entity (i.e., the CUUCT) claiming the Academic Freedom violation.
- Q. In the event that an Academic Freedom Arbitration involves any issue relating to appointment, reappointment, promotion or tenure consideration or deliberation and the Arbitrator finds that a violation of Academic Freedom has occurred, then the Arbitrator shall issue an Award providing for reconsideration by The Cooper Union of the issue in a manner consistent with the Arbitrator's Award, subject to the understanding that the Arbitrator shall have no authority over or regarding the President's authority to make a final decision in matters involving appointment, reappointment, promotion or tenure.

This academic freedom and academic freedom grievance procedures article is from a contract for a full-time tenured and tenure-eligible faculty and librarian bargaining unit represented by an AFT-NEA affiliate at a private university emphasizing architecture, art, and engineering. The article does not reference the 1940 *Statement* or explicitly name the categories of teaching, research, or extramural or intramural speech. Instead, it uses largely unique academic freedom language, such as “freedom in the classroom in discussing his or her subject,” freedom from institutional censorship (which incorporates some phrases from the 1940 *Statement*), and includes something akin to intramural speech: “freedom of discussion . . . in all Cooper Union bodies.” It defines academic freedom as covering librarians to the extent applicable. The article includes unique protections of the right of art faculty to display and publish student work with proper consent. The article also contains a distinct and extensive grievance and arbitration procedure specifically for alleged violations of academic freedom or disputes over the application, interpretation, or reasonableness of the academic freedom rights. Under the procedures, the union or a bargaining unit member can pursue an academic freedom grievance through to arbitration. If the arbitrator finds that academic freedom was violated concerning an appointment, reappointment, promotion, or tenure, the arbitrator’s remedial power is limited to requiring reconsideration by the college consistent with the arbitrator’s decision. The arbitrator does not have authority to make a final decision concerning appointment, reappointment, promotion, or tenure. The contract contains a just cause provision with discipline subject to the grievance and binding arbitration procedures.

21. Compton Community College District (Compton Community College Federation of Employees), 2019–22

ARTICLE II: ACADEMIC FREEDOM

The District and Federation, recognizing that the search for the truth and the expressions of diverse opinions are essential to a democratic society, learning, and excellence in education, will encourage and protect academic freedom.

To the extent constitutionally permitted, a member of the faculty shall have the right to:

- a. freely examine or endorse unpopular or controversial ideas appropriate to course content in discussions with students, academic research and publications; nonetheless, the faculty member shall attempt to be accurate and objective and show respect for the opinions of others;
- b. select to recommend the selection of instructional materials for the courses which may contain unpopular or controversial ideas;
- c. speak and write as a citizen, provided that the faculty member recognizes a special obligation as a member of the educational profession and indicates that he or she is not speaking for Compton College or District;
- d. present all points of view, including library materials of interest, information and enlightenment without regard for the race, nationality, social, political or religious view of the author;
- e. exercise other rights as a faculty member within the structure of state and federal laws protecting such rights.

This academic freedom article comes from a contract covering a bargaining unit of tenure-stream and non-tenure-track faculty at a community college represented by an AFT affiliate. The article mirrors certain principles from the 1940 *Statement*, which is not cited, quoted, or paraphrased. The article begins with the purposes of academic freedom in higher education and a democratic society. It then identifies teaching, research, and extramural speech as being covered by academic freedom but limited to “the extent constitutionally permitted.” This limitation, along with the contract’s requirement that faculty be accurate, objective, and respectful, opens the door to potentially limit the contractual definition of academic freedom by the balancing test applied under First Amendment precedent for public employee free speech rights. While the academic freedom provision is grievable, the procedure ends with a final decision by the board of trustees rather than binding arbitration. The contract also does not include a just cause provision or a disciplinary procedure. As a result, the contract does not provide for an enforcement mechanism ending in a neutral, nonjudicial final determination.

22. Miles Community College (Miles Community College Faculty Association), 2020–21

8.0 ACADEMIC FREEDOM AND RESPONSIBILITIES

Academic freedom is encouraged and protected as essential to the objectives and purposes of the college. The welfare and strength of the College and society at large depend upon the free search for truth and its free expression. To this end the College shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation, and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right as a Member to speak on general education questions. The right of academic freedom shall be the right of every Member.

The parties to this Agreement shall also recognize that each Member is a citizen, and a member of a learned profession as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen, the Member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the College. Academic freedom must not be abused, to the detriment of students, faculty, college, or community.

This academic freedom and responsibilities section comes from a contract for a full-time non-tenure-track community college faculty bargaining unit represented by an NEA-AFT affiliate. The section includes protections for teaching, research, extramural activities, and intramural speech as they pertain to “general education questions.” The section expressly protects the creative arts along with published works. It does not quote, reference, or paraphrase the 1940 *Statement*, and potentially narrows the scope of protections for teaching with an open-ended statement that academic freedom “not be abused, to the detriment of students, faculty, college, or community.” The section is grievable and subject to binding arbitration, and academic freedom could be raised in challenging disciplinary action under the just cause provision.

23. University of North Florida (United Faculty of Florida), 2022–25

ARTICLE 10

ACADEMIC FREEDOM AND RESPONSIBILITY

- 10.1 **Policy.** The University Administration and the UFF shall fully maintain, encourage, and protect academic freedom. “Academic” in this context means all matters relating to the academy.
- (a) Academic freedom and responsibility are essential to the University and apply to teaching, research/creative activities, and professional, public, and University service. The University Administration 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) In order to ensure within the University an atmosphere of academic freedom,
 - (1) Neither the University Administration nor its representatives shall apply any provision in this Agreement in such a way as to violate any faculty member’s academic freedom or to penalize a faculty member for the legitimate exercise of academic freedom.
 - (2) The University Administration shall protect members of the faculty against infringement of their academic freedom.
- 10.2 **Academic Freedom.** Faculty members 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 without fear of University censorship, retaliation, or discipline.

- (a) **Teaching and Research/Creative Activity.** Faculty members shall have the freedom to
- (1) Present and discuss academic subjects relevant to the course of instruction, including controversial material, frankly and in a forthright manner.
 - (2) Select instructional materials and define course content (unless the affected department faculty decide to make group decisions) and determine grades. The grade a current faculty member has determined for a student's performance shall not be changed without the faculty member's consent, except through the following appeal process:
 - a. A student requesting a grade change must initiate an appeal to the faculty member. If the faculty member approves the grade change request, the faculty member shall provide a change of grade to Enrollment Services Processing.
 - b. If the faculty member declines to change the student's grade the student may continue the appeal process by appealing to the department chairperson. The department chairperson may consult with the faculty member concerning the requested grade change but the department chairperson has no authority to change the grade without the faculty member's concurrence.
 - c. If the appeal to the department chairperson does not result in a change to the student's grade, the student may continue the appeal process by appealing to the Dean of the college. The Dean may consult with the faculty member regarding the requested grade change but the Dean has no authority to change the grade without the faculty member's concurrence.
 - d. If the requested grade change is not made by the faculty member following the student's appeal to the department chairperson and the Dean of the college, the student may continue the appeal process by submitting an appeal, in writing or electronically, to the University Academic Appeals Committee through the Office of the Vice President for Academic and Student Affairs.
 - e. When a student submits an appeal for a grade change to the University Academic Appeals Committee, the majority of the Committee which considers the appeal shall be composed of in-unit faculty, and no case shall be heard without five (5) voting members, the majority of whom shall be in-unit faculty. Time limits for the appeals process shall be established by the University's Appealing Academic Grade Policy, 2.0340P, which at a minimum shall require that any grade change opposed by the issuing faculty member be approved by the Provost.
 - f. In cases where the faculty member is no longer employed by the University, the dean of the college may initiate a grade change if supported by the academic chair.
 - g. The Provost's decision can be appealed to the President by either the student or the faculty member. The President shall make the final decision on a student's appeal for a grade change.
 - (3) Freely engage in scholarly and creative activity and publish the results.
- (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 ideas and discuss, frankly and in a forthright manner, academic policy, University governance, or other matters pertaining to the University.

10.3 Academic Responsibility of Faculty Members. Academic freedom is accompanied by corresponding faculty responsibilities. Academic responsibility implies the competent performance of academic duties and obligations, the responsible exercise of academic freedom, and the commitment to support the responsible exercise of academic freedom by others. Members of the faculty are expected to:

- (a) Observe and uphold the commonly accepted ethical standards of the academy, which includes being forthright and intellectually honest in the pursuit and communication of scientific and scholarly knowledge;
- (b) Treat students, staff, and colleagues in a civil manner consistent with the provisions of this article and the article on nondiscrimination;
- (c) Respect the integrity of the evaluation process, including the privacy rights of students under law, and evaluate students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- (d) Represent oneself as a spokesperson for the University only when specifically authorized to do so;
- (e) Participate, as appropriate, in the system of academic governance, especially at the department/unit level.
- (f) Observe the published rules, policies, and regulations of the University, provided the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of the rules, policies, and regulations; and
- (g) Refrain from engaging in either a pattern of behavior or a single, egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University.¹

10.4 Academic Responsibility of the Board and the University Administration. Academic freedom is accompanied by corresponding responsibilities of the Board and the University Administration. Academic responsibility implies a commitment to actively foster within the University a climate favorable to the responsible exercise of academic freedom. Therefore, it is the responsibility of the Board and the University Administration to:

- (a) Ensure that academic freedom is not stifled or compromised;
- (b) Treat students, staff, and faculty members in a civil manner consistent with the provisions of this article and the article on nondiscrimination;
- (c) Respect the integrity of the evaluation process, including the privacy rights under law of the students, faculty members, and staff; and evaluate students, faculty members, and staff fairly according to the criteria and procedures specified in the evaluation process;
- (d) Prohibit unauthorized persons from entering or interrupting a faculty member's classroom or laboratory, except with prior permission from the responsible faculty member, or during legitimate emergencies. This exclusion shall not apply to administrators who are responsible for evaluating the faculty member and who have followed the provisions of the Evaluation article. At the faculty member's request, University Administration shall take appropriate action to enforce this subsection;
- (e) Respect and adhere to the principles of academic governance;
- (f) Observe the published rules, policies, and regulations of the University, provided that the rules and regulations do not contravene academic freedom, which includes the faculty member's right to responsibly criticize and seek revision of the rules, policies, and regulations; and
- (g) Refrain from engaging in behavior that directly undermines academic freedom as described in this article or otherwise disrupts or obstructs the orderly and effective functioning of the department, college, or University.

¹ This section shall not be construed or used to inhibit vigorous and tough-minded academic disagreements which are a vital aspect of academic freedom. Disruptive or obstructive behavior must be demonstrated by timely documentation in the faculty member's evaluation file. The University Administration and the UFF recognize that academic freedom is accompanied by corresponding responsibilities, including the duty to exercise appropriate restraint and to show appropriate respect for the right of others to hold differing opinions. Consequently, while academic disagreements are part of the orderly functioning of a university, appropriate constructive cooperation is also critical to the faculty member's effective performance as a member of the academy. The parties recognize that there is a point beyond which behavior exceeds the reasonable bounds of academic freedom and becomes disruptive and obstructive to the orderly and effective functioning of the institution. At that point, the faculty member's behavior is beyond the protection of academic freedom.

ARTICLE 11

NONDISCRIMINATION, EQUAL OPPORTUNITY, AND DIVERSITY

11.1 Statement of Intent.

The Trustees, the University Administration, and the UFF fully support all laws and University regulations and policies intended to provide students, faculty, staff, vendors, visitors or others, an environment where they can work, study and interact with each other in a safe and dignified learning community free from any form of discrimination, harassment, or sexual misconduct. The parties recognize their obligations under federal and State laws, and University regulations prohibiting discrimination and harassment, and have made clear their support for diversity, affirmative action, and equal employment opportunity. They desire to assure equal employment opportunities within the University and have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for faculty members to receive salary adjustments, tenure, promotion, sabbaticals, and other benefits. The parties further recognize that a university is a unique learning environment in which its diverse community members have the right to exercise protected free speech in expressing their differing opinions as guaranteed by the First Amendment and in an environment in which its faculty has the academic freedom to provoke thought and debate and to engage in open discourse related to their individual areas of academic instruction. Thus, in exercising the standards put forth in this article, the University will not abridge either free speech or academic freedom based on its context. This statement of intent is not intended to be subject to Article 31, Grievance Procedure and Arbitration.

ARTICLE 20

TENURE

20.5 Criteria for Tenure and Basis for Tenure Decision

- (c) The tenure decision shall also take into account the following:
 - (6) Whether the faculty member has engaged in either a pattern of behavior or a single egregious instance of behavior that disrupts or obstructs the orderly and effective functioning of the department, college, or University.

Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the faculty member's evaluation file. This section shall not be construed or used to limit the faculty member's right to exercise their academic freedom.

ARTICLE 22

PROMOTIONS FOR LIBRARY FACULTY

(5) Whether the library faculty member has engaged in a pattern of behavior that disrupts or obstructs the orderly and effective functioning of the unit, the Library, or University. Documentation of such disruptive or obstructive behavior must be made in a timely manner and placed in the library faculty member's evaluation file. This section shall not be construed or used to limit the library faculty member's right to exercise their academic freedom.

This academic freedom and responsibility article and nondiscrimination article comes from a contract covering a tenure-track and non-tenure-track full-time and part-time faculty bargaining unit at a public research university represented by an NEA-AFT affiliate. Although the contract does not reference the 1940 *Statement*, its definition of academic freedom bears some resemblance to it because it covers teaching, research/creative activity, intramural (service and university governance) speech, and professional and public service activities. Article 10, §10.1 defines “academic” as meaning “all matters related to the academy,” thereby potentially excluding extramural speech. In addition, Article 10, §10.3 includes a substantial list of faculty responsibilities, among them civil engagement, refraining from disruptive behavior, and, in a lengthy footnote, exercising “appropriate restraint.” All of these could be reasonably interpreted as limitations on academic freedom protections. The footnote to §10.3 further notes that behavior deemed “disruptive and obstructive . . . is beyond the protection of academic freedom.” Article 10, §10.4 lists responsibilities of administrators, including maintaining a campus environment conducive to the reasonable exercise of academic freedom, to ensure that academic freedom is not stifled or violated, and refraining from behavior that directly undermines academic freedom.

Although violations of academic freedom are grievable and subject to binding arbitration on the face of the provision, a 2023 amendment to Florida’s collective bargaining law prohibits the arbitration of faculty grievances challenging personnel decisions, such as evaluations, promotions, tenure, discipline, or termination. Discipline is subject to a just cause provision and a clear disciplinary procedure. The contract explicitly protects the academic freedom of librarians and offers a clear process for grade appeals that retains faculty oversight of grading.

24. McHenry County College (McHenry County College Adjunct Faculty Association), 2021–23

ARTICLE VI

RESPONSIBILITIES AND RIGHTS

Section 6.1 Academic Freedom

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

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

- A. Adjunct faculty members are entitled to academic freedom in the classroom in discussing their subject, but they are responsible not to introduce into their teaching controversial matter which has no relation to their subject and to present controversial material in a fair and reasonable manner.
- B. Course content and instructional material must be consistent with purpose and objectives of the course as adopted by the College through its collaborative process and approved by the Illinois Community College Board (ICCB). Adjunct faculty members have the latitude to determine appropriate methods for teaching course content. However, the methods utilized to teach course content should be appropriate for the subject matter being taught and subject to applicable College policies and procedures. The College shall observe due process in investigating any allegations of abuse of academic freedom by adjunct faculty members. [See Section 11.2]
- C. Adjunct faculty members are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. They should remember that the public may judge their profession and their institution by their communication. Hence, adjunct faculty members should at all times endeavor to be accurate, to exercise appropriate restraint, and to show respect for the opinions of others; and should make every reasonable effort to indicate that they are not speaking for the institution. An adjunct faculty member who, when speaking or writing as a citizen, has not expressly claimed or acknowledged any connection with the College shall be considered to have made such a “reasonable effort.”
- D. Adjunct faculty members are entitled to academic freedom in research and in the publication of results, subject to the adequate performance of their other academic duties. [See Section 6.10 regarding research and publication for monetary return.]

This academic freedom and responsibilities article comes from a contract for a bargaining unit of full-time and part-time non-tenure-track community college faculty represented by an NEA affiliate. It reflects principles articulated in the 1940 *Statement* by identifying academic freedom protections for teaching, research, and extramural speech. Although the article grants faculty latitude in determining the method of instruction, it narrows protections for teaching by prohibiting the use of controversial material not related to the course topic and requiring course content and instructional materials to be consistent with the course’s “purposes and objectives,” previously developed by the college’s “collaborative process” and with the approval of the Illinois Community College Board. The extramural speech provision in Article VI, §6.1(C) paraphrases the 1940 *Statement*, including language about not speaking for the institution. The provision even includes additional clarifying language stating that faculty members who do “not expressly claim[] or acknowledg[e]” a connection with the college will be considered as having made reasonable effort to indicate they are not speaking for the institution. Violations of academic freedom under this contract are grievable and subject to binding arbitration. The contract also includes a just cause provision and a negotiated disciplinary procedure.

25. Tufts University (SEIU Local 509), 2019–24

ARTICLE 6

ACADEMIC FREEDOM AND FACULTY RIGHTS

- 6.1 Academic Freedom.
- 6.1.A Academic Freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Academic freedom in its teaching aspect is fundamental, not only to the advancement of truth but for the protection of the rights of the teacher in teaching and of the student to freedom in learning as well. It carries with it duties correlative with rights.
 - 6.1.B Each faculty member is entitled to freedom in the classroom in discussing their subject but should be careful not to introduce into the faculty member's teaching controversial matter that has no relation to the subject.
 - 6.1.C When a faculty member speaks or writes as a citizen, the faculty member should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. A faculty member should remember that the public may judge the profession and the institution by their utterance. Hence, the faculty member 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 they are not an institutional spokesperson.
- 6.2 In the classroom, a faculty member's pedagogy shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.
- 6.3 Faculty members will follow the University's policy on plagiarism and the student code of conduct and other rules and regulations governing students' and faculty members' work expectations.
- 6.4 No faculty member will be disciplined for following established university policies.
- 6.5 To the extent a department or program has particular written expectations on course syllabi, teaching and grading responsibilities, student assignments, or other expectations, such written expectations will be made available to the faculty member before the beginning of the course.
- 6.6 Faculty members may be given opportunities to teach a variety of courses, including elective, required, and core courses.

This academic freedom and faculty rights article comes from a contract for a full-time non-tenure-track bargaining unit represented by an SEIU local at a private research university. The article does not quote or reference AAUP policy directly but defines academic freedom and its purposes in a manner similar to the 1940 *Statement*. It defines academic freedom as covering teaching, research, and extramural activities and includes language about faculty responsibilities and obligations. It warns against introducing controversial subjects in the classroom that have no relationship to a course's subject and requires that teaching be guided by the course description and syllabus and adherence to academic and professional standards. Contract violations are grievable and subject to binding arbitration. The contract contains a just cause provision, a disciplinary procedure, and violations of the contract are grievable and subject to binding arbitration.

26. Southern Oregon University (Association of Professors of Southern Oregon University), 2022–25

ARTICLE 1. PREAMBLE

Section A. This Agreement is in effect for the period of the date of ratification, April 9, 2022, through August 31, 2025. This Agreement is in effect for the period of the date of ratification, April 9, 2022, through August 31, 2025, is between the Association of Professors, Southern Oregon University (hereinafter called the “Association” or “APSOU”), as the exclusive bargaining agent for the faculty members described in Article 3 (Recognition), and Southern Oregon University (hereinafter called the “University”).

Section B. The basic functions of instruction, research, community and professional service at Southern Oregon University are performed by a community of individuals who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities. The parties to this agreement, further, endorse the principles and standards of academic freedom and their concurrent responsibilities. Academic freedom encompasses in its domain the freedom of thought and expression in inquiry, teaching, scholarship, and community engagement. The standards of academic freedom govern freedom in the classroom, freedom as a scholar, and freedom as a citizen of the university and larger community. Academic responsibility implies the faithful performance of professional duties and obligations, and an acknowledgement of the obligation to make clear when one speaks on behalf of themselves, as a private citizen, rather than as a representative of the institution, Southern Oregon University.

Section C. The teacher is entitled to freedom in the classroom in discussing the subject of the course and debating the subject of their courses or contemporaneous topics that may impact the subject or methods of their courses, as well they are entitled to the selection of course materials, and to promote activities that encourage the broadening of student inquiry and investigation into areas and topics related to their courses. Faculty have the concurrent responsibility to refrain from introducing topics or materials that are in no sense, broad or narrow, germane to their course objectives, disciplinary methods, or course content.

Section D. Freedom in scholarship is fundamental to the advancement of free inquiry. The teacher is entitled to full freedom of research and publication, and incurs the reciprocal responsibility to respect the integrity of University and disciplinary standards in representing their work. Without imposing a financial burden or other obligation on the University to sponsor or publish, the teacher is entitled to full freedom of research and publication.

Section E. The university teacher is a citizen, a member of a learned profession, and a professional educator. When speaking or writing as a citizen, the member should be free from institutional censorship or discipline. In the exercise of this freedom of expression, and as a person of learning and a professional educator, the faculty member should remember that the public will judge the profession and the institution by the member’s utterances and actions. A faculty member incurs the reciprocal responsibility to at all times strive to be accurate, should exercise appropriate restraint, show respect for the opinions of others, and faculty members should make every effort to indicate that the member is not an institutional spokesperson.

ARTICLE 10. APPOINTMENTS AND EVALUATION OF FACULTY

Section E, Academic Freedom. All faculty shall have guaranteed the rights of academic freedom as defined in Article 1 of this agreement.

ARTICLE 17. GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A, INTENT.

1. It is the objective of the University and the Association to encourage the fair and equitable resolution of grievances. The parties encourage informal resolution of grievances whenever possible and, to that end, encourage open communication between members and administrators so that resort to formal procedures may not be necessary. Upon request, each party to a grievance shall promptly make available to the other all known relevant facts and information.

2. A grievance is an allegation that there has been a violation, misinterpretation, or improper application of one or more specific articles or subsections of this Agreement. Such grievances must be made in writing. For the informal process (see Section C), an email will suffice but for a formal grievance, the forms in Appendices A through C must be used (see Section D).
- a. The processes described in this Article are intended to be the sole method used for resolution of grievances alleging violations of this Agreement.
 - b. Allegations regarding violations of the Faculty Constitution or Bylaws must be pursued under the procedures outlined in the Faculty Bylaws, Sections 6.100-6.300.
 - c. Allegations of isolated or individual violations of academic freedom should be pursued under the procedures outlined in the Faculty Bylaws, Section 6.100. Allegations of repeated violations of academic freedom, especially when involving more than one individual, should be pursued under grievance procedures outlined in this article.
 - d. For all meetings between parties, each party must give a minimum of 48 hours' notice to the other party of all the people who will be attending the meeting. Where the meeting has been set and notice given, and one party proposes to change the list of participants within 48 hours of the meeting, either party may postpone the meeting to a mutually agreed-upon date. Any postponement will toll all subsequent timelines.
 - e. The phrase "represented by the Association" means the presence of the APSOU President, or a designee.

These provisions are from a contract for a bargaining unit of full-time and part-time tenured, tenure-eligible and non-tenure-track faculty represented by an independent union at a public university. Academic freedom is guaranteed in the preamble of the contract with a definition loosely mirroring the 1940 *Statement* to cover teaching, research, and the freedom to speak "as a citizen of the university and larger community." The preamble also references concurrent responsibilities of professionalism and an obligation to make clear when speaking publicly that one is not speaking on behalf of the university. The academic freedom guarantees are incorporated into the body of the contract by the faculty appointment and evaluation article and the grievance procedure. Individual faculty grievances must be pursued under the procedures in the faculty [bylaws](#), while repeated violations are to be pursued under the contract's grievance-arbitration procedure. The contract includes a just cause provision and a disciplinary procedure.

27. University of Massachusetts-Amherst (Graduate Employees Organization). 2020–23

ARTICLE 21. PROFESSIONAL RIGHTS

Graduate student employees shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints.

In addition, graduate student employees shall receive appropriate acknowledgment of their projects or contributions to projects in such instances in which acknowledgment is customarily and publicly given by the University.

Within the provisions of applicable laws and University policies and subject to paragraph one above, graduate student employees are entitled to freely express in their work environment their political beliefs and/or affiliations. However, they should be careful not to introduce matter unrelated to their subject persistently into their teaching. Nothing in this Article should be understood to abridge whatever rights of academic freedom the Trustees may allow to graduate student employees.

The University shall compile and provide to GEO an annual report on the use of undergraduate teaching assistants. The first such report shall cover the 2000-01 academic year and shall be issued within six months of the signing of this Agreement.

This professional rights clause is from a contract for a graduate student employee bargaining unit at a public research university represented by the UAW. The clause does not quote, reference, or paraphrase the 1940 *Statement* or include a definition of academic freedom. Rather, the article recognizes graduate student employees' "reasonable latitude to exercise their professional judgment within their area of expertise" in fulfilling work assignments consistent with directions from a faculty supervisor. It protects graduate student employee expression of political beliefs and affiliations at work subject to university policies and applicable laws, while also discouraging persistent introduction of unrelated subjects while teaching. The clause states that it should not be interpreted as abridging the academic rights that graduate student employees might have under the institution's academic policy. The university's [Academic Personnel Policy](#) states "academic freedom, equal opportunity, and affirmative action are principles to be honored throughout the university, but they are particularly significant in academic personnel policy." In addition, the Policy recognizes the 1940 *Statement* as "the basic guidelines for the maintenance of academic freedom." Violations of the academic freedom article are grievable and subject to binding arbitration. The contract includes a just cause provision and discipline is subject to the grievance and arbitration procedure.

28. University of San Francisco (University of San Francisco Faculty Association), 2016–24

ARTICLE 2. ACADEMIC FREEDOM

2.1 *Academic Freedom and the Faculty and Librarians*

- 2.1.1 The University affirms and is committed to the full academic freedom of all Association members. At the same time, the University, as a Catholic institution of higher learning, has a significant interest in encouraging a Christian outlook and fostering perspectives which promote and inculcate meaningful Christian values. Accordingly, the University declares its freedom to enunciate principles and policies relating to such values and to implement its interests through academically sound hiring practices and curriculum structure. The University recognizes and believes that its freedom and that of its Association members can be exercised so as to promote and enhance one another.
- 2.1.2 Association members are entitled to full freedom in the pursuit of their academic functions, which include: the advancement of human knowledge, insight and understanding; the education of the students and the presentation to them of various divergent views and opinions which are intellectually within the content of the course being offered; and the responsibility to serve the community by lending intellectual abilities to the solution of current problems.
- 2.1.3 Association members are citizens, members of a learned profession, and members of an educational institution. When speaking or writing as citizens, they should be free from institutional censorship or discipline but their special position in the community imposes special obligations. As persons of learning and educators, they should remember that the public may judge the teaching profession and its institutions by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should not indicate that they are speaking for the institution when in fact they are not. (This shall not be construed to prohibit Association members, in the course of their pursuit of community affairs, from identifying themselves and stating the position they hold at the University.)

- 2.1.4 The academic functions of Association members shall not be abridged, either before or after the fact, directly or indirectly by any segment of the University. The academic freedom of the Association member shall not be construed to permit him or her to use the student audience to gratuitously, deliberately, and persistently express views which misrepresent or impugn the authoritative teachings of the Catholic Church.
- 2.1.5 Assignment to courses should be based on the Association member's scholarly competence to teach the course as described in the official University catalogue. It should also take into account seniority and other relevant criteria (such as prior teaching in course area, etc.) common throughout the academic community. Final decisions regarding faculty assignment rest with the dean or director of the academic unit.
- 2.1.6 The application of the above provisions is subject to the grievance and arbitration procedure set forth herein.

2.2 *Academic Freedom and the University Libraries*

- 2.2.1 The libraries of the University 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.
- 2.2.2 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.
- 2.2.3 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.

This academic freedom article comes from a contract for a tenure-track and non-tenure-track faculty and librarians bargaining unit at a Catholic university represented by an AFT affiliate. The language mirrors certain elements of the 1940 *Statement*, especially concerning teaching and extramural speech (including language drawn directly from the *Statement*). However, the article also recognizes that the university is committed to "encouraging a Christian outlook," and it retains the right to pursue "such values and to implement its interests through academically sound hiring practices and curriculum structure." The contract also grants considerable academic freedom to librarians in determining collection materials, guided by professional judgment and free from external interference. The academic freedom provisions are grievable, subject to binding arbitration, and discipline is subject to a just cause provision and the grievance-arbitration procedure.

A 1980 arbitration opinion sustaining a faculty grievance under this article is discussed in section 3 of this report.

29. Santa Monica Community College District (Santa Monica College Faculty Association), 2019–22

ARTICLE 29 : ACADEMIC FREEDOM

- 29.1 Faculty shall have academic freedom in performing their professional responsibilities. An alleged violation of this Article is subject to the Level 1 and Level 2 grievance procedure set forth in Article 12 but shall not be subject to the Level 3 Arbitration provisions of Article 12. This will not limit the right of the affected employee to personally pursue this matter in a court of competent jurisdiction.

This academic freedom article comes from a contract covering tenure-stream and non-tenure-track faculty at a community college represented by an independent union. The provision does not define academic freedom, though limits it to unspecified “professional responsibilities,” and does not refer to, quote from, or paraphrase the 1940 *Statement*. While the contract does permit grievances over academic freedom, it does not permit those grievances to go to arbitration. Instead, it permits the faculty member to pursue the issue in court, which raises the likelihood that an academic freedom claim will be analyzed based on First Amendment public employee jurisprudence. Lastly, the contract lacks a just cause provision or disciplinary procedure where an academic freedom claim might be raised.

30. Southeastern Community College (Southeastern Community College Higher Education Association), 2020–23

17. SUPPLEMENTAL PAY

17.4 Online Credit Course Development

Any faculty member developing a new master on line (not Hybrid) credit course shell for SCC shall be compensated at a rate of \$1,000 for development of the course with the understanding that the ownership of course content is shared with SCC. The faculty member will develop the course and/or course materials using the course management system, hardware, and software provided by Southeastern Community College. SCC shares ownership of the online course to utilize the structure of the course for other faculty (student learning outcomes, textbook, content to cover, content schedule, alignment and assessments to meet core competency outcomes assessment requirements, etc.) while allowing other faculty academic freedom to adjust how they teach the content.

A faculty member developing an online course for their exclusive use will not receive development compensation.

Faculty who wish to retain ownership rights may choose their course content with other faculty at their discretion and doing so does not grant SCC ownership of said course content.

This professional development clause with academic freedom language comes from a contract covering a bargaining unit of tenure-track and non-tenure-track faculty at a community college represented by an NEA affiliate. It focuses primarily on compensation for developing online courses, and the intellectual property of an online course, but recognizes academic freedom for faculty to modify how they teach such a course. The clause does not include a definition of academic freedom, nor does it reference the 1940 *Statement* or extend academic freedom to research, extramural, or intramural speech. An alleged violation of the clause is grievable and subject to binding arbitration. However, the contract does not include a just cause provision or a disciplinary procedure.

31. University of Alaska (United Academic-Adjuncts), 2022–24

ARTICLE 6

FREEDOM & RESPONSIBILITY

- 6.1 The University and United Academic-Adjuncts agree that academic freedom is essential to the mission of the University and that providing an environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any bargaining unit member's academic freedom, in accordance with Board of Regents Policy (P04.04.010).
- 6.2 The University and United Academic-Adjuncts agree that academic freedom is accompanied by the responsibility to provide objective and skillful exposition of one's subject, with an emphasis on accuracy, appropriate restraint, respect for the opinions of others, and to indicate when appropriate that one is an institutional representative.
- 6.3 The University and the Union agree that the University and its students are best served when well qualified and skillful faculty work in an atmosphere of mutual respect, regardless of their employment status.

This academic freedom and responsibility article comes from a contract covering a non-tenure-track faculty bargaining unit at a public research university represented by an AAUP-AFT affiliate. The article affirms the purpose of academic freedom as being essential to the university's mission and that academic freedom is accompanied by the faculty's obligation to be objective and accurate, to apply appropriate restraint, to respect the opinions of others, and to demonstrate mutual respect. The contract does not define academic freedom or reference the 1940 *Statement*. Instead, it paraphrases a [board of regents policy](#) that states, "Nothing contained in regents' policy or university regulation will be construed to limit or abridge any person's right to free speech or to infringe the academic freedom of any member of the university community." The contract permits grievances under this article that are subject to binding arbitration, and it also includes a disciplinary procedure.

32. Eastern Michigan University (Eastern Michigan University Chapter of the AAUP), 2015–19

ARTICLE II. GENERAL PURPOSE AND INTENT

- 12 Faculty Members, while not conducting their Faculty responsibilities, shall have the same rights to participate in political activities as other citizens. This statement shall not be construed to constitute an infringement upon the academic freedom of any Faculty Member.
- 14 EMU and the Association fully affirm the principle of academic freedom in both teaching and research. The right of academic freedom shall be the right of every Faculty Member.

- 517 1. The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the Professor and thereby the University is to fulfill the function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University, academic tenure is awarded to a Faculty Member only after he/she has proven himself/herself to be a worthy member of the University community.

These sections come from a contract for a bargaining unit of full-time tenure-track faculty and librarians with faculty rank represented by an AAUP-AFT affiliate at a public university. In one section, the parties affirm the principles of academic freedom in teaching and research, but the contract does not actually include a substantive definition. A second section (§517.1) paraphrases from the 1940 *Statement* that the primary purpose of tenure is to protect academic freedom to provide “a sufficient degree of economic security” and enable faculty and the university “to fulfill the function of being that agency in society devoted to the search for and exposition of truth.” An earlier section (§12) references protections for faculty participation in “political activities” but does not define the phrase or frame it as being a part of academic freedom. Violations of these contract sections, as well as the just cause provisions, are grievable and subject to binding arbitration.

33. [Johns Hopkins University \(Teachers and Researchers United\), 2024–27](#)

ARTICLE 15 - PROFESSIONAL RIGHTS

Section 1. Professional Latitude In Performing Work

Within the scope of directions given by their individual supervisor and consistent with the academic freedom policy, employees have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their job duties.

This professional rights provision comes from a contract for a graduate student employee bargaining unit at a private research university represented by UE. While the provision mentions a university “academic freedom policy,” it is unclear if the referenced policy is the 2015 university [Statement on Academic Freedom](#). The contract provision does not define academic freedom and grants “reasonable latitude” to employees to complete their “job duties,” under the direction of their faculty supervisors. The university’s Statement on Academic Freedom does not reference the 1940 *Statement* but defines academic freedom as protecting teaching, research, extramural speech, and intramural speech with the caveats that “academic freedom is not unbounded” and “does not guarantee the right to defame or threaten, to deface or harass, or to incite violence or infringe on privacy.” Nor does it protect plagiarism or other forms of academic or scientific misconduct. Violations of the professional rights provision of the contract are grievable and subject to binding arbitration, and the contract includes a just cause provision and a disciplinary procedure.

34. Western Illinois University (University Professionals of Illinois), 2017–21

PREAMBLE

It is the intent of the Board and the Union to promote the quality and effectiveness of education at Western Illinois University and to promote high standards of academic excellence in all phases of instruction, research, service, and support services. The Board and Union recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of a high quality education and, moreover, affirm that academic freedom and responsibility should not be abridged or abused.

This preamble comes from a contract for a bargaining unit of full-time tenured and tenure-track faculty at a public university represented by an AAUP-AFT affiliate. The preamble does not include a definition of academic freedom, nor does it quote, reference, or paraphrase the 1940 *Statement*. Instead, it describes academic freedom as being necessary to achieve the general mission of higher education and to facilitate good working conditions. A grievance is defined elsewhere in the contract as a “violation, misinterpretation, or improper application” of a provision, which suggests that a violation of the preamble might be grievable and subject to binding arbitration. Regardless, academic freedom can be raised in support of grievances challenging decisions relating to tenure, reappointment, and promotion that end in arbitration. It can also be used as a defense before a faculty disciplinary hearing panel that has the responsibility to submit recommendations to the university president who makes the final judgment on issues of discipline.

35. New Jersey State Colleges (Council of New Jersey State College), 2019–23

SIDE LETTER OF AGREEMENT II

ACADEMIC FREEDOM

All adjunct faculty included in the unit are covered under the academic freedom policies of the Colleges/Universities where they are employed.

This side letter is from a contract for a bargaining unit of part-time non-tenure-track faculty at eight state colleges represented by an AFT affiliate. It does not define academic freedom or quote, reference, or paraphrase the 1940 *Statement*. It merely states that adjunct faculty are covered under the academic freedom policies at the colleges where they are employed, policies that are unspecified. The contract permits grievances over an alleged violation of a college policy, but arbitration of academic freedom issues is not permitted under New Jersey Public Employee Relations Commission precedent described in section 2 of this report. The contract does not have a just cause provision, and the disciplinary process is limited to union representation in an interrogation and the right to a meeting with the relevant dean about the reasons for the discharge.

36. Highland Community College (Highland Community College Faculty Senate), 2020–21

ARTICLE III

ACADEMIC FREEDOM AND POLITICAL ACTIVITIES

A. Academic Freedom

1. The Board and Faculty, realizing that the basis of education is a search for truth, recognizes the obligation of the individual faculty member to present in the classroom, within the discipline, the truth as he or she sees it as well as other representative points of view.

B. Political Activities

1. The College recognizes the right of the individual faculty member to engage in community affairs and political activities, and express opinions as he or she sees fit as long as these activities do not interfere with the performance of contractual obligations.
2. A faculty member whose election to an office may necessitate absence during a period of time is to negotiate a satisfactory adjustment with the College Board through the President.

This academic freedom and political activities article is from a contract for a bargaining unit of full-time and part-time tenured, tenure-track, and non-tenure-track community college faculty represented by an AFT affiliate. The academic freedom section references teaching, but the protections are limited to classroom presentations within a faculty member's discipline and requires presentations of "the truth as he or she sees it as well as other representative points of view," without any guidance about how this will be evaluated. The academic freedom section does not mention research, extramural speech, or intramural speech, and it does not quote, cite, or paraphrase the 1940 *Statement*. The political activities section provides protections for faculty engagement in "community affairs" and "political activities" but does not define either phrase. It requires that such activity not "interfere with the performance of contractual obligations." A violation of rights guaranteed in the article is grievable and subject to binding arbitration. The contract includes a just cause provision and a disciplinary procedure.

37. Hamline University (SEIU Local 284), 2019–22

ARTICLE 5 - ACADEMIC FREEDOM

- Section 1.** Academic Freedom is essential to the search for truth and its exposition. Unit Members enjoy the same rights and obligations of academic freedom as do all faculty of the University.
- Section 2.** In the classroom, a Unit Member's pedagogy and exposition shall be guided by the course description and syllabus, department and university learning outcomes, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.
- Section 3.** In speaking outside of the University, a Unit Member shall not attribute his or her personal views as those of the University, unless expressly authorized in writing by the University to do so.
- Section 4.** Unit Members will adhere to the University's Academic Honor Code, both as it applies to their work and the work of their students.

ARTICLE 15 - APPOINTMENT OF COURSES

- Section 6.** Academic Curriculum Oversight: The University has the right to exercise sole discretion over all matters related to the academic curriculum of the University, circumscribed only by the principles of academic freedom. Therefore nothing in this Agreement shall prevent the University from modifying the title, description, or content of the course that a Unit Member has been appointed to teach. Unit Members will be notified of changes in course title, description or content of the course to which they have been appointed. Such notification will be made no later than four (4) weeks prior to the first day of the Term for appointments made by June 1 for the Fall Term and December 1 for the Spring Term. For appointments offered at a later date, such notification will be made as soon as reasonably possible.

This academic freedom article comes from a contract for a bargaining unit of part-time non-tenure-track faculty at a private university represented by an SEIU local. It begins by recognizing that bargaining unit faculty have the same academic freedom rights as tenure-eligible faculty. The article does not define academic freedom, identify specific campus policies on academic freedom, or include academic freedom protections in research and extramural speech (except in clarifying the requirement that one not speak on behalf of the university). It recognizes that the university's management rights over curricula are circumscribed by academic freedom principles, but it also grants the university the right to unilaterally modify course titles, descriptions, and content if it provides advance notice to the appointed faculty prior to the beginning of the semester. Violations of the article are grievable and subject to binding arbitration. The contract also includes a just cause provision and a disciplinary procedure.

38. Kaskaskia College (Kaskaskia College Federation of Teachers). 2022–26

ARTICLE VII CONDITIONS OF EMPLOYMENT

Section 7.1 Statement of Professional Ethics

1. Federation Bargaining Unit Members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end Federation Bargaining Unit Members devote their energies to developing and improving their scholarly competence. This duty requires a commitment to academic pursuits beyond the scope of the classroom teaching experience. Federation Bargaining Unit Members accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge.
2. As teachers, Federation Bargaining Unit Members encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Federation Bargaining Unit Members demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Federation Bargaining Unit Members make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit.
3. As colleagues, Federation Bargaining Unit Members have obligations that derive from common membership in the community of scholars. Federation Bargaining Unit Members respect and defend the free inquiry of associates. In the exchange of criticism and ideas Federation Bargaining Unit Members show due respect for the opinions of others. Federation Bargaining Unit Members acknowledge academic debt and strive to be objective in their professional judgment of colleagues.
4. As members of an academic institution, Federation Bargaining Unit Members seek above all, to be effective teachers and scholars. This is their primary and overriding responsibility. Although Federation Bargaining Unit Members observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision.
5. As members of their community, Federation Bargaining Unit Members have the rights and obligations of other citizens. Federation Bargaining Unit Members measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. As citizens engaged in a profession that depends upon freedom for its health and integrity, Federation Bargaining Unit Members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Section 7.2 Academic Freedom

Within the scope of their duties and responsibilities, the Board, the Federation, and the Federation Bargaining Unit Members covered by this agreement recognize their responsibility to protect and encourage the search for knowledge and its dissemination. Federation 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 and course being taught. Federation Bargaining Unit Members shall at all times strive to be accurate, show respect for the opinions of others, present various facets of controversial issues, identify their own personal persuasion on controversial issues where necessary to present an unbiased presentation on such issues, and make every effort, where appropriate, to indicate that they are not institutional spokespersons. When speaking or writing as private citizens on matters of public concern, Federation Bargaining Unit Members shall indicate that they are not institutional spokespersons.

This article on conditions of employment is from a contract for a bargaining unit of full-time tenure-track community college faculty represented by an AFT affiliate. It includes references to academic freedom in the professional ethics and academic freedom sections. The sections obligate faculty to promote free inquiry, public understanding of academic freedom, and the search for knowledge. The academic freedom section does not define academic freedom and is primarily focused on faculty obligations and responsibilities in teaching; it imposes a series of conditions, including requiring that faculty strive to be accurate, present differing perspectives on controversial subjects, and identify personal views to ensure an unbiased presentation. The section does not quote, cite, or paraphrase the 1940 *Statement*. The last sentence suggests that extramural speech is protected but only “on matters of public concern,” which is a term of art under First Amendment precedent involving public employee speech.

39. University of Illinois, Chicago (Graduate Employees Organization), 2022–25

IV. MANAGEMENT RIGHTS

- B. The University and the Union agree that academic freedom is one of the values essential to higher education. It is further agreed, except as abridged by the specific terms of this Agreement, that the University retains sole and exclusive control:
1. To make all academic judgments concerning: (a) courses, curriculum, and instruction; (b) the content of courses; (c) methods of instruction; (d) instructional materials; (e) the nature and the form of assignments required including examinations and other work; (f) class size; (g) grading policies and practices;
 2. To determine all academic policies, procedures, rules and regulations in regard to assistants' status as students including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a university educational program;
 3. To make academic evaluations and determinations as to the fulfillment of degree requirements, including the relationship between work performance and progress toward degree requirements.

This provision comes from the management rights clause in a contract covering graduate student employees at a public research university represented by an AFT affiliate. While affirming academic freedom as an essential higher education principle, it does not define academic freedom or refer to the 1940 *Statement*. The provision proceeds with a list of management rights retained by the university to “make all academic judgments concerning” a wide range of areas pertaining to academic freedom in the classroom. Much of the provision covers graduate student status, performance, and degree completion; it does not specify protections for academic freedom in research or extramural speech. The contract includes binding arbitration, a just cause provision, and a disciplinary procedure.

40. California State University (California Faculty Association), 2022–24

PREAMBLE

This Memorandum of Understanding is entered into pursuant to provisions of the Higher Education Employer-Employee Relations Act (HEERA) by and between the Trustees of The California State University, hereinafter referred to as the “CSU” or “Employer,” and the California Faculty Association, hereinafter referred to as the “CFA,” or the “exclusive representative.”

It is the purpose of this Agreement to set forth the wages, hours of employment, and other terms and conditions of the employment for members of the bargaining unit. The parties recognize the importance of Section 3561(b) of HEERA, which states:

“The Legislature recognizes that joint decision-making and consultation between administration and faculty or academic employees is the long-accepted manner of governing institutions of higher learning and is essential to the performance of the educational missions of such institutions, and declares that it is the purpose of this act to both preserve and encourage that process . . .”

It is the purpose of these parties in entering this Agreement to promote high standards of education in the CSU. The CSU shall support the pursuit of excellence and academic freedom in teaching, research, and learning through the free exchange of ideas among the faculty, students, and staff.

The parties recognize that quality education requires an atmosphere of academic freedom and academic responsibility. The parties acknowledge and encourage the continuation of academic freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

The CSU and CFA recognize the unique roles and responsibilities of the Academic Senate(s).

This preamble includes academic freedom language from a contract for a full-time and part-time tenure-track and non-tenure-track faculty bargaining unit represented by the California Faculty Association, an SEIU-AAUP affiliate at a state university system. In the preamble, the parties recognize that an atmosphere of academic freedom and responsibility is necessary for quality education. The preamble does not include a definition of academic freedom and does not reference the 1940 *Statement*. Instead, it references only “academic freedom in teaching, research, and learning.” It recognizes that academic freedom entails corresponding responsibilities, which are also unenumerated. The contract defines a grievance broadly to include violations of the agreement as well as violations of rights accruing to a job classification and working conditions, which might include the right to engage in extramural and intramural speech. Grievances under the contract are subject to binding arbitration, and the contract includes negotiated disciplinary procedures, with three optional mechanisms for appealing a pending disciplinary action.

**41. University of South Florida (United Faculty of Florida—
Graduate Assistants United), 2020–21**

ARTICLE 5

ACADEMIC FREEDOM AND RESPONSIBILITY

- 5.1 The University of South Florida affirms the principles of academic freedom and responsibility, which 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.
- 5.2 Academic Freedom is the freedom 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 as an individual, all without institutional discipline or restraint.
- 5.3 Academic Responsibility implies the honest performance of academic duties and obligations, the commitment to support the responsible exercise of freedom by others, and the candor to make it clear that the individual, while he or she may be freely identified as an employee of the University, is not speaking as a representative of the University in matters of public interest.
- 5.4 On the part of the Administration, Academic Responsibility implies a commitment actively to foster within the University a climate favorable to responsible exercise of freedom.

This academic freedom article is from a contract for a graduate student employee bargaining unit represented by an NEA-AFT affiliate at a public research university. The provision does not quote or reference the 1940 *Statement*, but it defines academic freedom as protecting teaching, research, extramural speech, and intramural speech. It also has a section on academic responsibilities that includes honest performance of duties and an obligation to support the responsible exercise of academic freedom by others. The contract lacks a just cause provision, making a disciplinary grievance based on academic freedom more difficult to prove since there will be a higher threshold to clear. The contract permits the arbitration of an academic freedom grievance by a graduate student employee.

**42. Eastern Michigan University (Eastern Michigan
University Federation of Teachers), 2018–21**

ARTICLE VI. ACADEMIC FREEDOM

- 18 The Employer and the Union affirm the principle of academic freedom in teaching, subject to those limitations provided under applicable state, federal and local law, commonly accepted standards of conduct, and the satisfactory fulfillment of the duties listed herein, and such other policies, rules and regulations adopted by academic departments, colleges, administrative officers or the Board of Regents. Subject to the foregoing, Employees will be free to study, investigate, present, or interpret facts or ideas concerning people, society, government, philosophy, the arts and sciences, the natural world and other areas of inquiry.

This academic freedom article comes from a contract for a bargaining unit of full-time non-tenure-track faculty at a public university represented by an AFT affiliate. The article does not clearly define academic freedom or quote, reference, or paraphrase the 1940 *Statement*. Although it recognizes that teaching and research are subject to academic freedom protections, it narrows those protections under limitations set by federal, state, and local laws, undefined “commonly accepted standards of conduct,” and “other policies, rules and regulations” set by departments, colleges, and the board of regents. Academic freedom in research is described as being “free to study, investigate, present, or interpret facts or ideas.” Extramural speech is unmentioned. Violations of the academic freedom article and disciplinary action are grievable and subject to binding arbitration, but the contract does not include a just cause provision or a due process disciplinary procedure.

43. Mendocino Lake Community College (Mendocino Part-Time Faculty Association), 2022–24

ARTICLE 2 - ASSOCIATION RIGHTS

- 2.12 **RIGHT TO CONFER:** MPFA will retain the right to confer with the District on issues as provided in the Educational Employment Relations Act. MPFA may consult with the District on matters related to academic freedom, curriculum, enrollment and the use of electronic and technological teaching devices if that use affects the working conditions of the unit members.

This clause with academic freedom language comes from a community college contract for a bargaining unit of contingent faculty represented by an NEA affiliate. It lacks a definition of academic freedom and makes it a subject on which the union and the college meet and confer, rather than being subject to future collective bargaining or enforcement through a grievance procedure and binding arbitration.

44. Lackawanna College (Lackawanna College Education Association), 2016–20

ARTICLE 28

TENURE

§15. DISMISSAL.

- (c) Dismissal will not be used to restrain regular faculty members in their exercise of academic freedom or other rights as American citizens.

This contract provision comes from a tenure article in a contract for a bargaining unit of tenure-track faculty at a private college represented by an NEA affiliate. It does not include a definition of academic freedom, nor does it reference, quote, or paraphrase the 1940 *Statement*. The provision merely states that dismissals will not be used to stifle academic freedom or other rights of American citizens. The contract includes a just cause and progressive discipline provisions and permits grievances over academic freedom in cases of dismissal that are subject to binding arbitration.

APPENDIX C

PROCEDURES FOR DEALING WITH CHARGES OF MISCONDUCT IN RESEARCH AND SCHOLARLY ACTIVITIES AT THE UNIVERSITY OF MASSACHUSETTS AMHERST

These procedures implement the Board of Trustees' Policy T08-010 Policy on Responsible Conduct of Research and Scholarly Activities and were approved by the Office of the President on November 10, 2009. These procedures conform to the procedures adopted by the Faculty Senate and Research Council, as modified to incorporate changes mandated by the applicable Federal regulations and the Office of Research Integrity of the Federal Department of Health and Human Services.

I. PURPOSE OF PROCEDURES

Misconduct in research and scholarly activities is injurious to the University's teaching, research, and public service missions and cannot be tolerated. This document provides procedures for investigations of allegations of misconduct in research and scholarly activities. It is written to comply with federal regulations requiring such procedures and also to maintain and enhance the integrity of research.

II. DEFINITIONS

• Scholarly Activity

Scholarly activity is to be broadly construed to include all activities of University personnel on official duty involving research, scholarship and creative activities, such as those involved in laboratory research, field work, observational studies, experimentation, research and scholarship in the humanities and artistic expression.

• Scholarly and Research Misconduct

Misconduct in research and scholarly activities, or research misconduct, means fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors in the recording, selection, or analysis of data or honest differences in interpretations or judgments of data.

Research and scholarly misconduct involves misrepresentation of the procedures and outcomes of research to gain some advantage. Misconduct may often be difficult to separate from error or poor judgment, from which it is distinguished by the intentions of the person(s) involved.

Although there is no definitive and exhaustive list of examples, those outlined below may serve as guides in identifying scholarly and research misconduct.

1. Falsification or fabrication: This includes falsification, modification, or fabrication of data or facts, or selective inclusion or exclusion designed to mislead or to support false conclusions.
2. Plagiarism: This form of misconduct consists of any attempt to receive credit for the work of another, including taking credit for someone else's work, ideas, or methods, copying the writing of others without proper acknowledgment, or otherwise taking credit falsely.
3. Abuse of confidentiality: This includes the use or release of information given to one under the understanding of confidentiality. Examples include taking ideas from documents to which access was given, under rules of confidentiality, such as in the reviewing of grant proposals, award applications, manuscripts submitted for publication, scholarly prizes or journals.
4. Violations of rules and regulations concerning the conduct of research: Examples include violations of federal, state or local governmental regulations, or University regulations dealing with protection of human subjects, use of dangerous or hazardous substances, improper use of recombinant DNA, and mishandling of radioactive materials.

5. Misrepresentations in publication: This form of misconduct involves the publishing or public circulation of material intended to mislead the reader. Examples include misrepresenting data (particularly its origins) or adding or deleting the names of other authors without the latter's consent.
6. Violations of research-related property rights: Examples include the deliberate taking or destroying the research related property of others, such as data, research papers, notebooks, equipment, or supplies.

III. TIMELINESS

Timeliness in investigating a complaint is essential for just and fair procedures. In the interest of the parties concerned, all matters should be handled as expeditiously as possible. Deadlines cited in this document are intended to serve as outside limits for actions to occur. All persons charged with administering this process will endeavor to meet all deadlines, but failure to do so will not prevent the process from continuing. The complainant or the respondent must demonstrate to the Chair of the Scholarly and Research Misconduct Board some prejudice stemming from a delay before this process will be stopped.

A complainant will have sixty days following the discovery of an alleged violation to file a complaint unless he or she can show good reason (as determined by the Chair of the Scholarly and Research Misconduct Board) for having that deadline waived.

If a respondent fails to answer a charge or to participate in a hearing, his or her Vice Chancellor will be notified of that fact by the Vice Chancellor for Research and Engagement. Failure to respond to a charge or to appear at a hearing will be considered a breach of an employee's or graduate student's responsibility. Furthermore, a respondent will not prevent this process from proceeding by his or her silence or absence. Failure to respond may result in the hearing proceeding solely on the basis of the complainant's testimony and evidence.

A complainant may withdraw a charge after it has been filed, provided the respondent agrees to the withdrawal.

IV. RETALIATION

No individual will be penalized by the University or by any person for participating in the procedures described here. Any act of retaliation directed against either a complainant or a respondent will be subject to this grievance procedure. Complaints of retaliation should be addressed to the Vice Chancellor for Research and Engagement who will advise the grieving party of his or her rights in this matter. Any act of retaliation shall be treated as an additional allegation of misconduct subject to these procedures.

V. PROCEDURES

The office of the Vice Chancellor for Research and Engagement will be responsible for administering these procedures. A University Research and Scholarly Misconduct Board, consisting of each and every college Dean, and two members from each college nominated by the college Deans and appointed by the Vice Chancellor for Research and Engagement, shall constitute the University body for interpreting misconduct policies and procedures and for recommending policy or procedural changes to the Faculty Senate and Research Council. The Vice Chancellor for Research and Engagement shall chair the Research and Scholarly Misconduct Board.

It is the responsibility of all members of the University community to inform the University when a situation involving possible misconduct is encountered. Such circumstances involving possible misconduct in research and scholarly activities should normally be referred to the appropriate Dean or the Vice Chancellor for Research and Engagement. Any other person associated with the institution receiving a report or formal complaint alleging misconduct in research and scholarly activities shall forward it on a timely basis to the appropriate Dean or the Vice Chancellor for Research and Engagement. It is not necessary that someone filing a complaint be directly affected negatively by the action in question; it is sufficient that the complainant believe that the rules concerning misconduct have been violated. The Dean shall promptly inform the Vice Chancellor for Research and Engagement of all reports or formal complaints alleging misconduct in research and scholarly activities.

The Vice Chancellor for Research and Engagement will immediately determine whether a federal or state misconduct policy applies and, if it does, conform also to its requirements. Such policies may require immediate steps or notifications, or other later steps as the various procedures are followed. Examples of reasons for timely action include: an immediate health hazard, an immediate need to protect the federal or state sponsor's funds or equipment, an immediate need to protect the interests of the complainant or respondent(s) or associates, high probability that the alleged incident will be reported publicly, reasonable indication of a possible criminal violation. Some situations may require immediate action(s) by University authorized persons, which may include certain notifications of relevant external sponsoring agencies.

When Federal Department of Health and Human Services (DHHS) support or applications for support are involved, then the Vice Chancellor for Research and Engagement must notify the DHHS Office of Research Integrity (ORI) immediately if at any stage of these proceedings: (a) the health or safety of the public is at risk, including an immediate need to protect human or animal subjects; (b) DHHS resources or interests are threatened; (c) research activities should be suspended; (d) there is reasonable indication of possible violations of civil or criminal law; (e) Federal action is required to protect the interests of those involved in the research misconduct proceeding; (f) the research institution believes the research misconduct proceeding may be made public prematurely so that DHHS may take appropriate steps to safeguard evidence and protect the rights of those involved; or (g) the research community or public should be informed.

Either before or when the Vice Chancellor for Research and Engagement notifies the respondent of the allegation, inquiry or investigation, the Vice Chancellor for Research and Engagement shall take interim administrative actions, as necessary and appropriate, to protect any research records, until all proceedings relating to the alleged misconduct are complete. In particular, the Vice Chancellor for Research and Engagement shall take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the research misconduct proceeding, inventory the records and evidence, and sequester them in a secure manner. Where the research records or evidence encompass scientific instruments shared by a number of users, custody may be limited to copies of the data or evidence on such instruments, so long as those copies are substantially equivalent to the evidentiary value of the instruments. However, where appropriate, the respondent(s) shall be given copies of, or reasonable, supervised access to the research records.

The Vice Chancellor for Research and Engagement will take interim administrative actions, as appropriate, to protect Federal funds and insure that the purposes of the Federal financial assistance are carried out.

These procedures, once initiated, must be completed. In many cases, where a state or federal misconduct policy applies, these procedures are often seen as being followed on behalf of the sponsor. In such cases, timely and periodic consultation with the sponsor may be required. Sponsors will likely not permit their rights to conduct an inquiry or hearing to be reduced or forfeited by allowing the University to proceed on its behalf. If at any time before these research misconduct procedures have been completed, the Vice Chancellor for Research and Engagement wishes to cease the proceedings, the reasons must be stated in writing, and provided to relevant sponsor(s). When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will inform the ORI in writing of the reasons for ceasing. It is possible that a sponsor will insist on continuation (as supported by applicable law), or insist on conducting its own process (as supported by applicable law).

These procedures are intended to provide a fair, prompt and reliable determination whether misconduct has occurred, as described by the University's Policy on Responsible Conduct of Research and Scholarly Activities (BOT T08-010). No one associated with the University is exempt from the jurisdiction of these procedures. All those who are involved with any of these proceedings shall protect the privacy of the complainant and the privacy of the respondent(s) to the maximum extent possible. In addition, confidentiality shall be maintained for any research records or evidence from which research subjects might be identified.

As in any grievance procedure, justice requires that the legal rights as well as the right to academic freedom of any complainant, the whistleblower, and the person who has allegedly violated the misconduct rules, the respondent, be fully assured. The University will make every effort to protect these rights and will undertake to prevent any action that threatens or compromises them.

The Office of the Vice Chancellor for Research and Engagement will maintain general information on the subject of misconduct in research and scholarly activities and make this information available to faculty, students, administrators and other employees of the University. Informal requests for information or consultation with the Office of the Vice Chancellor for Research and Engagement or with other University entity (e.g. Office of Grants and Contracts, Office of Research Affairs, Ombuds' Office, etc.) and departments will not, in themselves, be construed as an allegation of misconduct in research and scholarly activities which invokes these procedures.

• Preliminary Review

When a report or formal complaint alleging possible misconduct in research and scholarly activities is received by the Vice Chancellor for Research and Engagement, he or she will appoint a designee(s) to conduct a PRELIMINARY REVIEW. Normally the designee will be the Dean of the relevant college, but in situations of real, apparent, or potential conflict of interest, some other appropriate person(s) of comparable rank without any such conflict shall be appointed.

The designee will conduct a PRELIMINARY REVIEW of the information or circumstances giving rise to a suspicion of misconduct in research and scholarly activities. The designee is directed to inform the person(s) alleged to have committed the act(s) of misconduct (the respondent) and, if the respondent(s) so desire, receive account(s) of the situation under inquiry from their/his/her point of view. The designee may consult informally, on a confidential basis, with the chairperson of the department involved and with others in the university community in carrying out the PRELIMINARY REVIEW. Immediate action should be taken to protect any data or other materials involved, including obtaining secure possession of such materials. The purpose of the PRELIMINARY REVIEW is to ascertain whether or not there is sufficient substance to the allegation of misconduct to proceed with additional investigation.

The PRELIMINARY REVIEW should be completed by the designee within seven days of the receipt of the allegation or other information. Any need for additional time must be documented in writing.

The designee shall make a written recommendation to the Vice Chancellor for Research and Engagement with copies to the respondent, and to any complainant. The recommendation shall specify either that the allegation or other information is without substance and the matter should be closed or that there is sufficient substance to the claims of misconduct to warrant further review. The respondent(s) may comment in writing on the written recommendation, which comment will be attached and subsequently included thereafter with the written recommendation.

The Vice Chancellor for Research and Engagement shall review the recommendation of the PRELIMINARY REVIEW designee and decide whether to proceed to the next level of review.

If the decision is consistent with the PRELIMINARY REVIEW recommendation and is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board. If the decision is consistent with the PRELIMINARY REVIEW recommendation and is not to proceed, the matter will be closed, unless any complainant wishes to appeal the decision to the Provost. Upon appeal, the Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board.

If the Vice Chancellor's decision is contrary to the recommendation of the PRELIMINARY REVIEW designee, the designee can appeal to the Provost. The Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board.

• Committee of Inquiry

Except in those cases which are revealed by the PRELIMINARY REVIEW to be clearly without substance, the University Research and Scholarly Misconduct Board, chaired by the Vice Chancellor for Research and Engagement, will appoint a COMMITTEE OF INQUIRY consisting of the designee of PRELIMINARY REVIEW, serving as Chair, at least three members of the Board, and experts selected from disciplines appropriate to the nature of the particular situation. Ordinarily the COMMITTEE OF INQUIRY shall consist of no more than eight persons. No one who has any real, apparent, or potential conflict of interest will be appointed. The COMMITTEE OF INQUIRY will include members with the necessary and appropriate expertise to evaluate the relevant evidence. Respondent(s) will be informed that an inquiry is being conducted.

1. The COMMITTEE OF INQUIRY will consult with and hear from the respondents and other affected individual(s), gather information, conduct preliminary fact finding, and determine whether there are reasonable and adequate grounds to warrant an investigation of misconduct in research and scholarly activities. The members of the Committee of Inquiry will act at all times to preserve the confidentiality of the inquiries made and the information gathered.
2. The chair will transmit a written report including the evidence reviewed, summaries of relevant interviews, and the findings of the COMMITTEE OF INQUIRY and its recommendation and the reasons therefore to the Vice Chancellor for Research and Engagement for action and to the respondent(s) and other individuals who are directly affected, including any complainant. The written report should be transmitted within thirty calendar days of the appointment of the committee (providing thirty days total for the committee of inquiry to conduct its inquiry and to issue its final report). Any need for additional time must be documented in writing. The respondent(s) may comment in writing on the written report, which comment will be attached and subsequently included thereafter with the written recommendation. The report, with any attachments, will be retained for at least three years. When DHHS support or applications for support are involved, then the report will be made available to authorized DHHS personnel upon request.
3. The Vice Chancellor for Research and Engagement shall review the recommendation of the COMMITTEE OF INQUIRY and decide whether to proceed to an investigation of misconduct in research and scholarly activities.

If the Vice Chancellor's decision is consistent with the COMMITTEE OF INQUIRY recommendation and is to proceed, the Vice Chancellor shall bring the matter to the University Research and Scholarly Misconduct Board.

If the Vice Chancellor's decision is consistent with the COMMITTEE OF INQUIRY recommendation and is not to proceed, the matter will be closed, unless any complainant wishes to appeal the decision to the Provost. In closing the matter, the Vice Chancellor may at his/her discretion, or in accordance with recommendation of the COMMITTEE OF INQUIRY, issue a letter of advice to respondent(s), with copies to those in the academic chain of command of respondent(s). Upon appeal, the Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter to the University Research and Scholarly Misconduct Board.

If the Vice Chancellor's decision is contrary to the recommendation of the COMMITTEE OF INQUIRY the Chair of the Committee of Inquiry can appeal to the Provost. The Provost shall review the record and make the final decision on whether to proceed. If the decision is to proceed, the Vice Chancellor for Research and Engagement shall bring the matter before the University Research and Scholarly Misconduct Board.

After the final decision to proceed with an investigation is made, the Vice Chancellor for Research and Engagement shall notify granting or contracting agencies or entities of the complaint, as required under existing federal and state regulations and as may be required by the grant or contract condition. In addition, the Vice Chancellor for Research and Engagement shall continue to ensure that relevant documents are held securely. When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will inform ORI no later than on or before the date on which the investigation begins of the decision to proceed with an investigation.

If the final decision is not to proceed, the Vice Chancellor for Research and Engagement shall undertake diligent efforts, as appropriate, to restore the reputations of respondent(s) and to restore the reputation of every complainant who has in good faith made allegations of misconduct.

• Hearing Panels of the University Research and Scholarly Misconduct Board

Within ten days of receiving the formal recommendation from a COMMITTEE OF INQUIRY and if there is a decision to proceed, the Vice Chancellor for Research and Engagement will appoint a HEARING PANEL.

The HEARING PANEL shall consist of five members of the University Research and Scholarly Misconduct Board, and additional members up to a maximum of ten. At least two members of the HEARING PANEL shall be from the respondent's school or college. The HEARING PANEL will include members with the necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence. No one who has any real, apparent, or potential conflict of interest will be appointed. The Vice Chancellor for Research and Engagement will designate one member to serve as Presiding Officer. The members of the Panel will act at all times to preserve the confidentiality of the inquiries made and the information gathered. The HEARING PANEL should complete its duties, including preparation of its final report, within 120 days of its appointment. The date on which the HEARING PANEL is appointed marks the beginning of the 120 period. Any need for additional time must be documented in writing. The Vice Chancellor for Research and Engagement will conform to any applicable reporting requirements of an involved state or federal sponsor. If additional time is needed and DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will provide ORI with a complete status report, explanation for the delay, specific plan for completion, and a timetable for completing the hearing process. This is to be treated as a request to ORI.

When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will keep ORI apprised of any developments during the course of the hearing that disclose facts that may affect current or potential DHHS funding for any such respondent, or that the PHS needs to know to ensure appropriate use of Federal funds and otherwise protect the public interest.

1. Preparation of Formal Complaints and Responses

A charge of misconduct to be considered by a HEARING PANEL is to be in the form of a signed statement setting forth clearly and concisely the allegations concerning misconduct. A complaint ordinarily will be signed by the complainant(s) who initially brought the alleged misconduct to the attention of the Vice Chancellor for Research and Engagement, especially in circumstances in which the complainant(s) allegedly has been directly affected by the misconduct. However, in cases where the alleged misconduct involves rules and regulations concerning the conduct of research, or in which the alleged misconduct has no specific alleged victim, the Designee of the Committee of Inquiry or the Vice Chancellor for Research and Engagement prepares and signs the complaint. In all cases, the signatory(s) to the complaint become the complainant(s) in the proceedings of the HEARING PANEL.

2. The HEARING PANEL

Before a HEARING PANEL is convened, each party to the proceeding will have the right to object to the appointment of any panel member on the grounds that the member is biased. The Vice Chancellor for Research and Engagement will determine whether any objections have merit and will judge whether a panel member will be seated.

Before any case is heard by the HEARING PANEL, the complainant and the respondent, along with their advocates, will meet with the Presiding Officer of the HEARING PANEL to attempt to clarify the issues and to define the areas of agreement. To encourage a fair and focused hearing the Presiding Officer will notify the HEARING PANEL at the start of the proceedings about the points of agreement and disagreement.

The HEARING PANEL will hear testimony and consider evidence related to the complaint. The panel will determine whether misconduct has occurred. The HEARING PANEL may consult with University Counsel or have his or her assistance at the hearing.

3. Duties and Powers of the Presiding Officer

The Presiding Officer will:

- ensure an orderly presentation of all evidence;
- ensure that the proceedings are electronically recorded; and

- see that a fair and impartial decision based on the issues and evidence presented at the hearing is issued by the HEARING PANEL no later than ten working days after the conclusion of the hearing or, when written comments are submitted, ten working days after their submission. Any need for additional time must be documented in writing.

Duties and Powers of the HEARING PANEL

The HEARING PANEL will:

- conduct a fair and impartial hearing which ensures all the rights of all parties involved;
- define issues of contention;
- receive and consider all relevant evidence pertinent to the allegation;
- interview each respondent, complainant, and any other available person who has been reasonably identified as having information regarding any relevant aspects of the investigation, including witnesses identified by the respondent, and electronically record each interview, provide the recording or transcript to the interviewee for correction, and include the recording in the record of the investigation;
- ensure that the complainant and respondent have full opportunity to present their claims orally or in writing, and to present witnesses and evidence which may establish their claims;
- continue the hearing to a subsequent date if necessary to permit the complainant and respondent(s) to produce additional evidence, witnesses, or other relevant materials;
- change the date, time or place of the hearing on its own motion or for good reason shown by the complainant and respondent(s), and with due notice to all parties;
- permit the complainant and respondent(s) to submit written comments within ten working days from the conclusion of the hearing;
- rule by majority vote on all questions of fact, interpretations of rules, regulations and policies, recommendations for penalties and relief, and any requests that are made during the hearing.

The Conduct of The Hearing

The main purpose of the Hearing is to determine whether misconduct has occurred, as described by these procedures. The complainant and the respondent(s) will be given a full and fair hearing. The proceeding, although formal, is not a court proceeding and the HEARING PANEL will not be bound by the procedures and rules of evidence of a court of law. In most instances, complainants and respondents will be expected to speak for themselves. The HEARING PANEL will hear and admit evidence which it believes is pertinent to the case.

The HEARING PANEL will conduct its hearings by the following procedures:

- Unless otherwise agreed by a majority of the Panel, a closed hearing will be held within ten working days after the HEARING PANEL has been appointed.
- The complainant and respondent will have the opportunity to hear all testimony, to examine all evidence, to respond to any testimony, to present evidence and query witnesses, on the issues in contention.
- The complainant and the respondent(s) will have the right to be accompanied and advised by two people at any stage of the proceedings, neither of whom may be an attorney. However, advisors will not address the HEARING PANEL directly except in special cases, and with permission of the Panel.

- If the complainant or any respondent is a member of a collective bargaining unit, the advisors mentioned above may, upon the request of the party, be representatives of his or her union. However, neither complainant nor any respondent will be required to be advised by a union representative. When there is no request for union representation by a member of a union, the union will be notified that a hearing has been scheduled and will be allowed to send an observer.
- The hearing will be recorded electronically by the HEARING PANEL and the records will become the property of the University. Subsequently, either the complainant or the respondent(s) may have supervised access to the records by application to the Vice Chancellor for Research and Engagement.

Order of the Hearing

The proceedings before the HEARING PANEL will be as follows:

- The President Officer will read the charge(s) and ask the respondent to either admit or challenge each and all allegation(s).
- The complainant may present a brief opening statement, followed by a brief opening statement from the respondent.
- The HEARING PANEL will give each party the opportunity to present all relevant evidence.
- Each party may make a concluding statement to the HEARING PANEL.
- If the complainant or any respondent wishes to submit any written comments after the hearing, he or she will notify the Presiding Officer within two working days after the hearing. The written comments will be submitted within ten working days after the hearing's conclusion. Any need for additional time must be documented in writing. A HEARING PANEL, by a majority vote of its members, may make other rules concerning the procedures for conduct of the hearing which it deems appropriate and consistent with these procedures.

Decision of the HEARING PANEL

After all the evidence and testimony is presented, the HEARING PANEL will convene for private deliberations to determine whether misconduct has occurred, as described by these procedures. Misconduct will have been found to have occurred only when there is preponderance of supporting evidence. In all cases described below, the HEARING PANEL will prepare a written report of its investigation, comprising a comprehensive record of the information that it was provided and its sources, facts established, how the misconduct policy and procedures were applied, findings regarding whether and how misconduct occurred, and recommended actions, if any. A draft of this report must be given to the respondent(s), as well as a copy of, or supervised access to, the evidence. The respondent(s) may provide written comments regarding the draft report, within thirty (30) days, which comments will be attached and subsequently included thereafter with the final written report. The HEARING PANEL shall consider these comments before issuing its final written report. This final written report will be made available to relevant external sponsoring agencies in accordance with any policies or law that may apply.

If the HEARING PANEL finds that misconduct has not occurred, it will recommend to the Vice Chancellor for Research and Engagement that the matter be closed. If the Vice Chancellor for Research and Engagement does not concur, then the Vice Chancellor for Research and Engagement will attach his/her own recommendation, which shall be attached to the HEARING PANEL's report and be included thereafter with the report. Respondent(s) will be permitted to attach a written reply, which will be included thereafter with the report. The HEARING PANEL report, with any attachments, will be forwarded to the Provost, who shall review the record and make the final decision.

If the HEARING PANEL finds that misconduct has occurred, then the violation(s) will be described and explained in its report. The final report must describe the policies and procedures under which the hearing was conducted, how and from whom information was obtained relevant to the hearing, the findings, the basis of the findings, actual text or an accurate summary of the views of respondent(s), and sanctions imposed by the Provost. The Panel will also recommend one or more penalties. The penalties will reflect the nature and severity of the misconduct, and will include, but are not limited to verbal admonition, written warning to be included in the individual's personnel file, removal from certain duties, demotion, suspension with or without pay and termination. Recommended penalties shall be consistent with Trustee personnel policies and collective bargaining agreements in force at the time of the decision. Penalties from external sponsors may apply separately or in addition. Respondent(s) are permitted to attach a written reply, which will be included thereafter with the report. The HEARING PANEL report, with any attachments, will be forwarded to the complainant, respondent(s), the Vice Chancellor for Research and Engagement and the Provost. The Provost shall review the report (record) and make the final decision. When DHHS support or applications for support are involved, then the Vice Chancellor for Research and Engagement will provide the final HEARING PANEL report to ORI.

Decision of the Provost

- The Provost, after consultation with the Vice Chancellor for Research and Engagement, will act upon the recommendations of the HEARING PANEL within ten (10) working days of their receipt. Such action will normally include imposing appropriate sanctions or penalties as described above. The Provost's determination shall be based upon consideration of both the case in question and any prior record of violations of University policies by respondent(s). The Provost's decision shall be forwarded in writing to both the respondent(s) and the HEARING PANEL, with specific explanations of any change in the PANEL's recommendations.
- The penalized respondent(s) of the HEARING PANEL may request that the decision of the Provost be reviewed by the Chancellor by filing a written petition within ten (10) working days after receiving the Provost's decision. The decision of the Chancellor shall constitute the final University disposition of the matter and no further administrative appeals will be considered. The Vice Chancellor for Research and Engagement will communicate in writing the decision to the relevant state or federal agencies or other entities as required by rules and regulations or terms of grant or contracts.
- The appropriate department chair or head and the appropriate dean will be informed in writing of the final disposition.
- The Vice Chancellor for Research and Engagement will undertake diligent efforts, as appropriate, to restore the reputation of each respondent for whom allegation(s) of misconduct were not confirmed. The Vice Chancellor for Research and Engagement will also undertake diligent efforts to protect the position and reputation of any complainant who has acted in good faith, as well any witness, or any committee or panel member; and protect them from retaliation by respondents and others.
- Penalties may be subject to additional review or grievance only as specified in collective bargaining agreements in force at the time of the decision.
- These disciplinary actions will not affect, or be affected by, additional sanctions imposed upon the respondent(s) by an external funding agency.

VI. COOPERATION WITH AUTHORITIES

All members of the University of Massachusetts community are expected to give their full and continuing cooperation with Federal authorities during any investigatory reviews or any subsequent hearings or appeals under which the respondent(s) may contest Federal agency findings of research misconduct and proposed administrative actions. This includes providing, as necessary to develop a complete record of relevant evidence, all research records and evidence under the campus' control or custody, or in the possession of, or accessible to, any persons within its authority. All persons shall also assist, as necessary, in administering and enforcing any Federal administrative actions imposed on any institutional members.

This contract appendix on procedures relating to “misconduct in research and scholarly activities,” which includes academic freedom protections, comes from a contract for a postdoctoral scholar bargaining unit at a public research university represented by a UAW affiliate. It is the only postdoctoral scholar contract in the National Center database that includes academic freedom protections. The appendix does not define academic freedom or reference the 1940 *Statement*. Instead, it focuses exclusively on evaluating “misconduct in research and scholarly activities.” It assures “the right to academic freedom of any complainant, the whistleblower, and the person who has allegedly violated the misconduct rules” and states that the university “will make every effort to protect these rights and will undertake to prevent any action that threatens or compromises them.” The procedures do not reference the applicability of the grievance-arbitration provisions, just cause, and the contract disciplinary process of the contract for alleged violations of academic freedom or for challenging a misconduct finding or penalty, though notes “the right to academic freedom” for those involved.

CONCLUSION

In these challenging times in higher education, collective bargaining remains a valuable tool for preserving and defending academic freedom. This report provides an initial sector-wide overview of existing academic freedom contract language. It includes forty-five concrete examples of academic freedom provisions in collective bargaining agreements, which we contextualized through brief literature and legal reviews.

The excerpts came from bargaining units with different compositions, institutional types and sectors, state locations, and national union affiliations. The significant differences in the excerpted language are indicative of inconsistencies in how academic freedom is defined and enforced throughout higher education.

It is our hope that the report will be a useful tool for future negotiations, discussions, debates, and scholarship about academic freedom, including the relative advantages and disadvantages of bargaining over the subject.

This report's analyses and findings demonstrate a dire need for a nationwide training program to be

developed for higher education on the principles of academic freedom set forth in the 1940 *Statement* and the best practices for enforcing those principles through collective bargaining and other means.

The program should be designed to help ensure greater uniformity in how the principles of academic freedom are defined and enforced through collective bargaining. It should be made available to negotiators dedicated to utilizing contracts to fully protect academic freedom and free speech in higher education. The program should also examine best practices in developing or modifying academic freedom policies. In addition, a separate program should be considered for arbitrators on the principles of academic freedom.

The report purposefully did not analyze the complete dataset of 615 contracts with academic freedom language or include comprehensive literature and legal reviews. Such an analysis will require additional research. Instead, we have shared a range of academic freedom and procedural provisions as a steppingstone toward a future comprehensive analysis of the entire dataset.

Index 1: Academic Freedom Contract Provisions

This index breaks down how the 45 contracts define academic freedom. In particular, does the provision:

1. Include a definition of academic freedom. When a provision explicitly endorses the 1940 *Statement* it is deemed to include a definition that protects teaching, research, intramural speech, and extramural speech with corresponding responsibilities.
2. Explicitly reference the 1940 *Statement*, AAUP definitions, and/or policies
3. Define academic freedom protections to include teaching, research, intramural and/or extramural speech.
4. Mandate responsibilities as part of the academic freedom definition
5. Make explicit reference to electronic communications or social media

Institution, bargaining agent, contract term, link, and page number.	Academic Freedom Definition	AAUP 1940 Statement	Teaching	Research	Intramural	Extramural	Responsibility	Electronic/ social media
1. ArtCenter College of Design (ArtCenter Faculty Federation), 2024–2027 (page 21)	✓	✓	✓	✓	✓	✓	✓	
2. Curry College (Curry College Chapter of the AAUP), 2020–2022 (page 21)	✓	✓	✓	✓	✓	✓	✓	✓
3. Kalamazoo Valley Community College (Kalamazoo Valley Community College Faculty Assoc.), 2022–2026 (page 27)	✓	✓	✓	✓		✓	✓	
4. University of Alaska (United Academics), 2022–2024 (page 28)	✓	✓	✓	✓	✓	✓	✓	
5. Delta College (Delta College Faculty Association), 2022–2025 (page 28)	✓	✓	✓	✓		✓	✓	✓
6. Montana State University Billings (Montana State Uni. Billings Faculty Association), 2019–2023 (page 30)	✓	*	✓	✓		✓	✓	
7. Montana State University [Bozeman] (Graduate Employee Org. of Montana State University), 2019–2023 (page 31)	*	*	*	*		*	✓	

Institution, bargaining agent, contract term, link, and page number.	Academic Freedom Definition	AAUP 1940 Statement	Teaching	Research	Intramural	Extramural	Responsibility	Electronic/ social media
8. College of Lake County (College of Lake County Adjunct Faculty Org.), 2022–2023 (page 32)	✓		✓	✓		✓	✓	
9. Kent State University (Kent State Chapter of the AAUP), 2019–2022 (page 33)	✓	✓	✓	✓	✓	✓	✓	✓
10. University of Connecticut (UConn Chapter of the AAUP), 2021–2025 (page 34)		*	*	*	*	*	*	
11. Delaware State University (Delaware State University Chapter of the AAUP), 2016–2021 (page 36)	✓		✓		✓		✓	
12. University of Delaware (University of Delaware Chapter of the AAUP), 2016–2021 (page 37)	✓		✓	✓	✓	✓	✓	
13. Minneapolis College of Art and Design (SEIU Local 284), 2018–2022 (page 38)	✓		✓	✓		✓	✓	
14. Nebraska State Colleges (State College Education Association), 2019–2021 (page 39)		✓						
15. Butler Community College (Butler C.C. Education Association), 2020–2021 (page 39)	✓	✓	✓	✓			✓	✓
16. University of Maine (Associated Faculties of the University of Maine), 2019–2021 (page 40)	✓		✓	✓	✓	✓	✓	
17. Georgetown University (SEIU Local 500), 2021–2024 (page 40)	%		%	%		%	%	
18. Southern Illinois University (Edwardsville Faculty Association), 2018–2022 (page 42)	✓		✓	✓	✓	✓	✓	✓

Institution, bargaining agent, contract term, link, and page number.	Academic Freedom Definition	AAUP 1940 Statement	Teaching	Research	Intramural	Extramural	Responsibility	Electronic/ social media
19a. Connecticut Community and Technical Colleges (SEIU Local 1973), 2021–2025 (Primary Professional Staff Agreement) (page 45)	✓		✓	✓		✓	✓	
19b. Connecticut Community and Technical Colleges (SEIU Local 1973), 2021–2025 (Part-Time Employee Agreement) (page 45)			✓					
20. The Cooper Union (The Cooper Union Federation of College Teachers), 2016–2019 (page 46)	✓		✓	✓	✓	✓	✓	
21. Compton Community College District (Compton C.C. Federation of Employees), 2019–2022 (page 51)	✓		✓	✓		✓	✓	
22. Miles Community College (Miles C.C. Faculty Association), 2020–2021 (page 52)	✓		✓	✓	✓	✓	✓	
23. University of North Florida (United Faculty of Florida), 2022–2025 (page 52)	✓		✓	✓			✓	
24. McHenry County College (McHenry County College Adjunct Faculty Assoc.), 2021–2023 (page 57)	✓		✓	✓		✓	✓	
25. Tufts University (SEIU Local 509), 2019–2024 (page 58)	✓		✓	✓		✓	✓	
26. Southern Oregon University (Association of Professors of Southern Oregon University), 2022–2025 (page 59)	✓		✓	✓	✓	✓	✓	
27. University of Massachusetts, Amherst (Graduate Employees Org.), 2020–2023 (page 60)			✓			✓	✓	
28. University of San Francisco (University of San Francisco Faculty Assoc.), 2016–2024 (page 61)	✓		✓			✓	✓	

Institution, bargaining agent, contract term, link, and page number.	Academic Freedom Definition	AAUP 1940 Statement	Teaching	Research	Intramural	Extramural	Responsibility	Electronic/ social media
29. Santa Monica Community College District (Santa Monica College Faculty Assoc.), 2019–2022 (page 63)								
30. Southeastern Community College (Southeastern Community College Higher Education Association), 2020–2023 (page 63)			✓					
31. University of Alaska (United Academic-Adjuncts), 2022–2024 (page 64)								
32. Eastern Michigan University (Eastern Michigan University Chapter of the AAUP), 2015–2019 (page 64)			✓	✓		✓		
33. Johns Hopkins University (Teachers and Researchers United), 2024–2027 (page 65)						*		
34. Western Illinois University (University Professionals of Illinois), 2017–2021 (page 66)								
35. New Jersey State Colleges (Council of New Jersey State College), 2019–2023 (page 66)								
36. Highland Community College (Highland C.C. Faculty Senate), 2020–2021 (page 67)			✓			✓		
37. Hamline University (SEIU Local 284), 2019–2022 (page 68)	%							
38. Kaskaskia College (Kaskaskia College Federation of Teachers), 2022–2026 (page 69)			✓			✓	✓	
39. University of Illinois, Chicago (Graduate Employees Org.), 2022–2025 (page 70)								

Institution, bargaining agent, contract term, link, and page number.	Academic Freedom Definition	AAUP 1940 Statement	Teaching	Research	Intramural	Extramural	Responsibility	Electronic/ social media
40. California State University (California Faculty Association), 2022–2024 (page 71)			✓	✓			✓	
41. University of South Florida (United Faculty of Florida-Grad. Assistants United), 2020–2021 (page 71)						✓		
42. Eastern Michigan University (Eastern Michigan University Federation of Teachers), 2018–2021 (page 72)			✓	✓				
43. Mendocino Lake Community College (Mendocino Part-Time Faculty Association), 2022–2024 (page 73)								
44. Lackawanna College (Lackawanna College Education Association), 2016–2020 (page 73)						✓		
45. University of Massachusetts (Postdoctoral Researchers Organizing), 2019–2022 (page 74)								

* = The contract references a university policy that defines academic freedom or references the 1940 *Statement*.

% = The provision indicates that adjunct faculty have the same academic freedom as other faculty but without definition.

Index 2: Academic Freedom Contract Enforcement

This index identifies the enforcement mechanism for an alleged violation of academic freedom:

1. Whether an alleged violation can be challenged under the contract's grievance procedure?
2. Whether a contract grievance alleging a violation can be subject to binding arbitration?
3. Whether an alleged violation must be pursued under procedure in a university policy or handbook?
4. Whether academic freedom can be used by an employee as a defense to just cause discipline?
5. Whether academic freedom can be raised in a specified contract disciplinary process?

Institution, bargaining agent, contract term, link, and page number.	Grievance Procedure	Binding Arbitration	Institution/ Handbook Process	Just Cause	Contract Disciplinary Process
1. ArtCenter College of Design (ArtCenter Faculty Federation), 2024–2027 (page 21)	✓	✓		✓	✓
2. Curry College (Curry College Chapter of the AAUP), 2020–2022 (page 21)	✓	✓		✓	✓
3. Kalamazoo Valley Community College (Kalamazoo Valley Community College Faculty Assoc.), 2022–2026 (page 27)	✓	✓		✓	✓
4. University of Alaska (United Academics), 2022–2024 (page 28)	✓	✓		✓	✓
5. Delta College (Delta College Faculty Association), 2022–2025 (page 28)	✓	✓		✓	✓
6. Montana State University Billings (Montana State Uni. Billings Faculty Association), 2019–2023 (page 30)	✓	✓	✓	✓	✓
7. Montana State University [Bozeman] (Graduate Employee Org. of Montana State University), 2019–2023 (page 31)	✓	✓		✓	
8. College of Lake County (College of Lake County Adjunct Faculty Org.), 2022–2023 (page 32)	✓	✓			
9. Kent State University (Kent State Chapter of the AAUP), 2019–2022 (page 33)	✓	✓	✓	✓	✓

Institution, bargaining agent, contract term, link, and page number.	Grievance Procedure	Binding Arbitration	Institution/ Handbook Process	Just Cause	Contract Disciplinary Process
10. University of Connecticut (UConn Chapter of the AAUP), 2021–2025 (page 34)	✓	✓		✓	✓
11. Delaware State University (Delaware State University Chapter of the AAUP), 2016–2021 (page 36)	✓	✓		✓	✓
12. University of Delaware (University of Delaware Chapter of the AAUP), 2016–2021 (page 37)	✓	✓		✓	✓
13. Minneapolis College of Art and Design (SEIU Local 284), 2018–2022 (page 38)	✓	✓		✓	✓
14. Nebraska State Colleges (State College Education Association), 2019–2021 (page 39)	✓			✓	✓
15. Butler Community College (Butler C.C. Education Association), 2020–2021 (page 39)	✓			✓	
16. University of Maine (Associated Faculties of the University of Maine), 2019–2021 (page 40)	✓	✓		✓	✓
17. Georgetown University (SEIU Local 500), 2021–2024 (page 40)	✓	✓	✓	✓	✓
18. Southern Illinois University (Edwardsville Faculty Association), 2018–2022 (page 42)	✓	✓		✓	✓
19. Connecticut Community and Technical Colleges (SEIU Local 1973), 2021–2025 (page 45)	✓	✓		✓	✓
20. The Cooper Union (The Cooper Union Federation of College Teachers), 2016–2019 (page 46)	✓	✓		✓	✓
21. Compton Community College District (Compton C.C. Federation of Employees), 2019–2022 (page 51)	✓				
22. Miles Community College (Miles C.C. Faculty Association), 2020–2021 (page 52)	✓	✓		✓	✓
23. University of North Florida (United Faculty of Florida), 2022–2025 (page 52)	✓	%		✓	✓

Institution, bargaining agent, contract term, link, and page number.	Grievance Procedure	Binding Arbitration	Institution/ Handbook Process	Just Cause	Contract Disciplinary Process
24. McHenry County College (McHenry County College Adjunct Faculty Assoc.), 2021–2023 (page 57)	✓	✓		✓	✓
25. Tufts University (SEIU Local 509), 2019–2024 (page 58)	✓	✓		✓	✓
26. Southern Oregon University (Association of Professors of Southern Oregon University), 2022–2025 (page 59)	✓	✓	✓	✓	✓
27. University of Massachusetts, Amherst (Graduate Employees Org.), 2020–2023 (page 60)	✓	✓		✓	✓
28. University of San Francisco (University of San Francisco Faculty Assoc.), 2016–2024 (page 61)	✓	✓		✓	✓
29. Santa Monica Community College District (Santa Monica College Faculty Assoc.), 2019–2022 (page 61)	✓				
30. Southeastern Community College (Southeastern Community College Higher Education Association), 2020–2023 (page 63)	✓	✓			
31. University of Alaska (United Academic Adjuncts), 2022–2024 (page 64)	✓	✓		✓	*
32. Eastern Michigan University (Eastern Michigan University Chapter of the AAUP), 2015–2019 (page 64)	✓	✓		✓	✓
33. Johns Hopkins University (Teachers and Researchers United), 2024–2027 (page 65)	✓	✓		✓	✓
34. Western Illinois University (University Professionals of Illinois), 2017–2021 (page 66)	#	#		✓	✓
35. New Jersey State Colleges (Council of New Jersey State College), 2019–2023 (page 66)	✓	%			✓
36. Highland Community College (Highland C.C. Faculty Senate), 2020–2021 (page 67)	✓	✓		✓	✓

Institution, bargaining agent, contract term, link, and page number.	Grievance Procedure	Binding Arbitration	Institution/ Handbook Process	Just Cause	Contract Disciplinary Process
37. Hamline University (SEIU Local 284), 2019–2022 (page 68)	✓	✓		✓	✓
38. Kaskaskia College (Kaskaskia College Federation of Teachers), 2022–2026 (page 69)	✓	✓		✓	✓
39. University of Illinois, Chicago (Graduate Employees Org.), 2022–2025 (page 70)	✓	✓		✓	✓
40. California State University (California Faculty Association), 2022–2024 (page 71)	✓	✓		✓	✓
41. University of South Florida (United Faculty of Florida-Grad. Assistants United), 2020–2021 (page 71)	✓	✓			
42. Eastern Michigan University (Eastern Michigan University Federation of Teachers), 2018–2021 (page 72)	✓	✓			
43. Mendocino Lake Community College (Mendocino Part-Time Faculty Association), 2022–2024 (page 73)					
44. Lackawanna College (Lackawanna College Education Association), 2016–2020 (page 73)	✓	✓		✓	✓
45. University of Massachusetts (Postdoctoral Researchers Organizing), 2019–2022 (page 74)	✓	✓		✓	✓

* = The contract includes a disciplinary process but states clearly that disciplinary process is not subject to grievance arbitration or just cause.

= Whether academic freedom is grievable and arbitrable depends upon whether the preamble, which mentions that “academic freedom and responsibility should not be abridged or abused,” is determined to be grievable and arbitrable.

% = Under current state law, the arbitration of a faculty academic freedom grievance is proscribed or limited.



The relationship between academic freedom and collective bargaining in colleges and universities is not well studied. This report adds immensely to our understanding of this very important topic. It is required reading for anyone wishing to chart the contemporary landscape of higher education in the United States.

Robert Post

Sterling Professor of Law
Yale Law School

Academic freedom is the keystone of American higher education—advancing excellence by ensuring that teaching, research, learning, and the pursuit of knowledge are unencumbered by political whim, administrative fiat, or external pressures. At a moment when the sector and these tenets are under attack, this report—the product of rigorous analysis—illustrates the opportunities and challenges in codifying academic freedom through collective bargaining, as well as the limitations of pre-determined definitions. In today's environment, enforceable contract clauses are often the best—and sometimes the only—protection for the vast majority of faculty who lack traditional job security. The higher education sector is greater than the sum of its parts when each piece works in tandem toward shared goals. In an era where our connection to the original pillars of academic freedom can feel distant, the authors' recommendation for a national training program that supports collective application of the concepts is an enlightened call to action that will strengthen the bedrock of American democracy.

Mike Gavin

President and CEO
Alliance for Higher Education

This report is essential reading for anyone who cares about academic freedom — and right now, that should include everyone who is invested in the future of higher education. The result of painstaking research, its analysis shows how and why faculty and graduate students can collectively bargain meaningful protections for their research, teaching, and other work. If you're in an academic union or you're curious about one, or if you study and practice higher ed collective bargaining, then you should drop everything and read this report.

Charlotte Garden

Associate Dean for Academic Affairs and
Professor of Law
University of Minnesota Law School

This is a valuable survey of the literature and arbitration decisions on the important subject of collective bargaining about academic freedom. In addition, the compilation of contract provisions on academic freedom is an excellent resource for lawyers and academics working in this field. This report is especially necessary at this time when academic freedom faces unprecedented threats at every level.

Catherine Fisk

Barbara Nachtrieb Armstrong Professor of Law
UC Berkeley School of Law