ARTICLE 4
PROFESSIONAL RIGHTS AND RESPONSIBILITIES

4.1 It is recognized by the parties to this Agreement that the essential excellence of the universities is dependent upon maintaining an atmosphere of academic freedom and professional responsibility. To that end, there shall continue in the universities during the term of this Agreement a system of academic tenure, as described below, applicable to all full-time members of the bargaining unit. It is recognized that tenure is granted for the purpose of protecting and nurturing academic freedom and is not a shield for incompetence or failure to perform duties properly assigned. Although no specific tenure quotas are mandated in the universities, the parties recognize that to maintain an effective tenure system and institutional flexibility, tenure is awarded with great care, and is predicated upon departmental goals consistent with long-range institutional needs and plans.

4.1.1 It is recognized by the parties to this Agreement that membership in the academic profession carries with it special responsibilities. The Statement on Professional Ethics\textsuperscript{1} that follows, necessarily presented in terms of the ideal, sets forth those general standards that serve as a reminder of the variety of obligations assumed by all members of the profession.

4.1.1.1 Professors, guided by 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 they devote their energies to developing and improving scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their disciplines. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that their evaluation of students' reflects true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect the students' academic freedom.

As colleagues, professors have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the

\textsuperscript{1} Citing, without incorporating by reference, AAUP Policy Documents and Reports, 1995, pp. 105-106.
opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.

As members of their institution, professors seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it (see Articles 10.13 and 10.14). When considering the interruption of their services, they recognize the effect of their decisions upon the program of the institution and inform the institution of their intentions.

As members of their community, professors have the rights and obligations of all citizens. They measure the urgency of these obligations in light of their responsibilities to their subjects, their students, their profession, and their institution. When they speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

4.2 Academic Freedom

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

4.2.1 All members of the bargaining unit are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Freedom in research is fundamental to the advancement of truth. Members are also entitled to freedom in the classroom in discussing their assigned subjects. Members participate as representatives of a learned profession, of an educational institution and of society at large. When they speak or write as members of society, they are free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational leaders, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should exercise appropriate restraint, show respect for the opinions of others, and make every effort, where appropriate, to indicate that they do not speak for Connecticut State University.

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2 As referred to in the 1940 AAUP Statement of Academic Freedom and Tenure. This footnote does not incorporate by reference the 1940 Statement and the Interpretive Comments thereto.
4.2.2 The parties to this Agreement subscribe to the following additional principles of academic freedom:

4.2.2.1 All members when teaching shall have professional freedom to conduct their courses, provided that the subject matter is that which has been specified by the University and the appropriate department.

4.2.2.2 The determination of grades is the responsibility of the instructor of the course. A corollary of this responsibility is the duty of instructors to submit grades to the University Registrar within prescribed time limits. In no case shall an instructor be required to submit final grades in less than three (3) working days from the date of the last scheduled final exam. A grade shall be changed only with the consent of the instructor of the course and with the approval of the appropriate Academic Vice President or Dean, except that, in cases of absence of the instructor or of a palpable injustice, the appropriate method of adjusting grades established by the Senate in each university, in agreement with the President, shall be followed. If a grade is changed, the instructor shall be notified whenever possible.

4.2.3 Claims of Violation of Academic Freedom

The following procedure shall constitute the sole and exclusive method for processing claims of violations of academic freedom:

4.2.3.1 Academic Freedom Panel

Within thirty (30) days of the effective date of this Agreement, the Administration and CSU-AAUP shall each name four (4) representatives (one from each campus) to act on academic freedom matters. The two representatives on each campus shall constitute the Academic Freedom Panel which shall be responsible for the implementation of Article 4.2.3.2.

4.2.3.2 Allegations of violation of academic freedom shall be framed with reasonable particularity, signed, and dated, by the complainant and further indicate whether the complainant or CSU-AAUP shall represent the complainant. Allegations of violation of academic freedom shall be filed with the two campus members of the Academic Freedom Panel within thirty (30) days of the incident giving rise to the allegation. The campus panel members shall provide copies of the allegations and attachments to persons named as respondents to the complaint. The Panel shall mediate and investigate the complaint in order to effect a mutually acceptable resolution to the matter. Within thirty (30) days of receipt of the complaint, the Panel shall issue written findings and may offer a written recommendation to the complainant and the respondents. These parties shall have fifteen (15) days from receipt of the findings/recommendation of the Academic Freedom Panel to agree to any recommendation by so notifying the Panel in writing. If either party fails to agree, the complainant may initiate further action by forwarding the complaint
within seven (7) additional days to the CSU-AAUP President and the Chancellor or designee who shall also obtain a copy of the findings and any recommendation.

When the above time limits fall within intersession, during weeks when classes are not in session or outside the member’s work year, an initial written request for extension by the complainants, the Panel or the respondents, if any, shall be granted automatically for up to four (4) weeks or until classes have been in session two (2) weeks, whichever occurs first.

4.2.3.3 Academic Freedom Committee

The CSU-AAUP President and the CSU Chancellor shall jointly convene an Academic Freedom Committee within twenty-eight (28) days of receipt of the complaint and shall provide them with the Panel findings and any recommendation. This Committee shall consist of those individuals identified in Article 4.2.3.1 who are not employed at the University from which the allegation arises.

4.2.3.4 At any point in its deliberations, the committee may decide to seek the advice of an expert. If the committee is deadlocked, it shall call upon an expert, who shall advise the Committee, and/or cast the deciding vote if the deadlock cannot be resolved by the Committee members. If an expert is needed, the Committee shall call upon the co-conveners to select one of the following experts.

William Berlinghoff
Julius Getman
Walter Metzger
John Moon
Carol Simpson Stern
Victor Stone
Judith J. Thomson
The selection method shall be as follows: The two co-conveners shall alternately strike one name from the list of experts, until only one name remains; a toss of a coin shall determine who strikes the first name. In the event the expert selected by this process is not available within thirty (30) calendar days, the expert who was stricken last shall be sought. Any costs incurred by the Committee pursuant to resolving an academic freedom allegation shall be divided equally between CSU-AAUP and the Board except when the complainant chooses self-representation. In such a case, costs shall be divided equally between complainant and the Board.

4.2.3.5 The Committee shall solicit and be provided with relevant information. Such information shall be offered to the Committee subject to the rule of relevancy as determined by the Committee. A hearing may be conducted by the Committee at its own discretion. Within sixty (60) days of filing at the CSU level, unless an extension is ordered by the Committee with the consent of the co-conveners, a written decision shall be rendered to the affected individuals, CSU-AAUP, and the Administration.

4.2.3.6 The Committee shall have the power to adjudicate substantive issues and to direct a remedy. A remedy may not be retroactive beyond the date of the incident that gave rise to the violation. The Committee’s decision shall be final and binding upon all parties.

4.3 Tenure shall be defined as the right of a member currently holding tenure or the right of an eligible member to continuous employment in the member’s university, which may be terminated only for causes as cited in Article 16 or upon reaching retirement. Tenure applies only to full-time members.

4.4 Award of Tenure

The award of tenure shall be selective and conditioned upon positive recommendation through the review process described in Article 4.11 and predicated upon departmental goals consistent with institutional plans and needs. Under the circumstances where a President believes the negative recommendation of a member constitutes an extraordinary injustice, the President may recommend tenure. The probationary period (full-time service prior to the acquisition of tenure) shall not exceed seven (7) years of service in the university provided that all seven (7) years fall within the same ten (10) year period.

4.4.1 Prior service on special appointment at one of the universities shall be applied to the probationary period at that university.

4.4.2 Up to three years’ full-time service in other accredited colleges and universities may be applied toward the probationary period by written agreement of the concerned parties at the time of the member’s initial appointment, or not later
than the end of the first semester of a member's probationary service. Such credit for prior service shall not affect notice requirements under Article 4.9.

4.4.3 Notice of award of tenure shall be made in writing by letter described in Appendix B of this Agreement.

4.4.4 When a tenured member leaves the bargaining unit for any other non-management position within the University, conditions of return, if any, shall require consultation with the department and written agreement of member, CSU-AAUP and the Board. Any resulting agreement shall prevail over the provisions of any future CSU-AAUP Agreement.

Tenured members of the bargaining unit appointed to administrative positions (Deans or above) shall retain tenure rights.

4.5 Conditions of Tenure

The purpose of the system of tenure is the protection of academic freedom. It remains incumbent upon the member to maintain and improve professional competence, professional growth, and the excellence which occasioned the grant of tenure to the member. To that end, professional evaluations shall be an integral part of the maintenance and improvement of professional competence, growth and excellence. Consistent with the above, sabbatic and other forms of leave shall be granted as provided under the terms of this Agreement.

It is recognized that an occasion may arise where it becomes mutually desirable and necessary to facilitate the tenured member's acquisition of new skills in order to meet the changing needs of Connecticut State University. Institutional tenure shall not be a bar to temporary exchange of faculty between universities, if the member(s) so agree(s) and the universities so consent. Nothing in this Agreement shall prevent the transfer of a member from one university of the system to another university in the system, if the member so agrees, the University so consents and the departments involved are consulted. No member may be transferred to another university in the system if such a transfer would result in the involuntary separation of a member in the receiving university. A tenured member who is offered and accepts a teaching position in another university in the system shall receive tenure in the new university.

The parties
recognize that a university is placed under no obligation by these provisions to receive a member previously employed in another university in the system.

4.6 Assignment of Courses to Part-time Members

Following review of departmental recommendations, the President or designee shall appoint part-time members with no prior employment at the particular university to a part-time classification.

The parties recognize that part-time members have no guarantee of continuing employment. Part-time members shall be assigned to available courses depending upon the department chairperson’s determination of credentials, experience, and teaching merit. When the chair determines that part-time members have similar credentials, experience and teaching merit, the chair shall recommend for appointment the person with the greatest length of service in the department. Following the chair’s determination based upon the above criteria, appointment shall be recommended to the dean for approval.

4.7 Letter of Appointment

The terms and conditions of every appointment to a full-time position within the University shall be contained in the letter of appointment, which shall follow the format in Appendix A of this Agreement. A copy of the letter of appointment shall be supplied to the member for signature of acceptance and consent, a copy placed in the member’s personnel file (see Article 4.14), and a copy sent to the member’s department. Any subsequent extensions or modifications of such appointment, other than with respect to changes in the Collective Bargaining Agreement as negotiated between the parties to this Agreement, agreed upon between the member and Administration after consultation with the department, and any special understanding between the University and the member shall be stated or confirmed in writing, and a copy shall be supplied to the member, a copy placed in the member’s personnel file and a copy provided to the member’s department. Special conditions of employment are those pertaining to obtaining of degrees and other credentials and explanations of work assignments. A letter of appointment also may highlight contractual provisions provided such reference shall be consistent with this Agreement. Any appointment letter or any extension or modification thereto shall be made available to CSU-AAUP upon request.
It shall be the obligation of each newly employed member of the bargaining unit to provide all necessary documents relevant to initial employment by reasonable dates agreed to at the time of employment.

4.7.1 A good faith effort shall be made by all parties to inform part-time members of their employment at the earliest reasonable opportunity. An employment form incorporating their assignment shall be signed by the member and appropriate university officer at the earliest reasonable opportunity and in no event later than the second week of assigned duties. A copy of this Agreement shall be distributed to each new part-time member with the employment form. (See Appendix D)

4.8 Full-time Appointments

All full-time appointments within the bargaining unit at each university shall be of four (4) types: regular (see Article 4.8.1), special (see Article 4.8.2), final (see Article 4.8.3) and defined term (see Article 4.8.4). All regular appointments shall be of two (2) types: probationary (see Article 4.8.1.1) and tenured (see Article 4.8.1.2).

4.8.1 Regular Appointments

4.8.1.1 Initial and subsequent probationary appointments shall be for not less than one (1) year nor more than three (3) years through the sixth (6th) year of service.

4.8.1.2 A tenured appointment shall be given upon completion of not more than seven (7) years of full-time service (see Article 4.4).

4.8.2 Special Appointments

Special appointments shall be for one (1) of four (4) purposes: (a) to bring to the campus personnel with unusual knowledge, artistry or exceptional merit, (b) to replace a full-time member on leave, (c) emergency appointment prior to a successful affirmative action search, or (d) appointment to a temporary grant- or contract-funded position. A special appointment carries no expectation of renewal beyond the term specified but may be renewed or repeated provided that the total duration of the appointment shall not exceed two (2) of any six (6) years in cases (a), (b) or (c). When a special appointment is renewed, service shall be deemed continuous. The letter of appointment shall specify the purpose for which the appointment is made and shall include the phrase, "this is a special appointment pursuant to the current collective bargaining agreement."

4.8.3 Final Appointments

A final appointment shall be made subsequent to a decision to discontinue a member on regular appointment in the second (2nd) through fifth (5th) year of service, or subsequent to a negative tenure decision in the sixth (6th) year of credited service. Such appointment shall be for one (1) year and may be given only in this situation. The letter of appointment shall include the statement, "this is a final appointment
pursuant to the current collective bargaining agreement carrying with it no expectation of reappointment.”

4.8.4 Defined Term Appointments

A defined term appointment shall be for a period of not more than five (5) years and normally not less than one (1) year; such an appointment carries no expectation of renewal beyond the term specified, but may be renewed and is subject to the provisions of Article 6.2.2. When defined term appointments are renewed for an additional term, service shall be deemed continuous. Defined term appointments shall be used only for full-time coaches and non-instructional athletic trainers (See Article 6).

4.9 Standards of Notice for Renewal and Denial of Tenure

Full-time regular appointments of the first six (6) years shall be deemed continued for the succeeding academic year beyond the term of appointment unless proper notice of non-renewal has been given to the member as prescribed below.

4.9.1 Full-time members of the bargaining unit who are on an initial one (1) year appointment shall be notified in writing of non-renewal on or before March 1. or for starting dates other than the beginning of the fall semester; written notice of non-renewal will be given not later than three (3) calendar months prior to the termination date of the appointment.

4.9.2 Full-time members who have completed one or more years of service shall be notified in writing of non-renewal, including the denial of tenure if appropriate, on or before May 31 of the year preceding the contract expiration or for other starting dates, at least twelve (12) calendar months notice shall be given. A full-time member in the sixth year of employment who does not receive a notice of denial of tenure as specified in this section shall be deemed to have been awarded tenure.

4.9.3 Full-time members who provide less than sixty (60) days notice of resignation or retirement will forfeit two weeks pay unless they have a bona fide medical emergency or receive express written agreement of the President to waive this provision. Full-time teaching members and counselors, shall provide such notice at least 60 days prior to the start of the semester and the effective date shall not fall within a semester. Full-time coaches shall provide such notice at least sixty (60) days prior to the commencement of the season and the effective date shall not fall within the season.

4.10 Faculty and Presidential Responsibilities

The parties recognize that scholars have a particular responsibility to exercise their expertise in a particular field or activity and to judge the work of their colleagues. In the exercise of such expertise it is implicit that responsibility exists for both adverse
and favorable judgments. In the areas of appointments, reappointments, decisions not to reappoint, promotions, the granting of tenure, and dismissal the exercise of faculty judgment through faculty personnel committees is essential to the pursuit and fulfillment of the goal of academic excellence.

It is recognized that the President has the particular responsibility for the proper allocation of resources within the University and the effective use of the facilities and personnel available. The President is the chief planning officer of the institution and has a special obligation to innovate, initiate and revitalize. The President may at times be required, working within the concept of tenure, to identify and to solve problems of obsolescence. In reallocating personnel and resources to solve these problems, the President will necessarily utilize the judgments of faculty, but in the interest of academic standards, the President may also seek outside evaluations by scholars of acknowledged competence.

4.11 Evaluation of Full-time Members for Renewal, Tenure and Promotion

(See Table 1)

4.11.1 Evaluation Procedure

There shall be only one (1) evaluation procedure leading to recommendations regarding promotion, tenure and renewal of full-time members as follows: in accordance with procedures developed by the Senate and approved by the President in an expeditious manner, evaluations of teaching members shall be conducted by the Department Evaluation Committee (DEC) of which the Department Chairperson may be a member, ex-officio, and by the University-wide Promotion and Tenure Committee.

Department chairpersons who are not members of the DEC shall submit a separate evaluation which may either be submitted to the DEC for its deliberations or, if so determined by the Senate, submitted as a separate document added to the DEC’s evaluation forwarded to the appropriate Dean. In no case, however, shall a department Chairperson being considered for promotion participate in the promotion evaluation process; being considered for tenure participate in the tenure evaluation process; or being considered for renewal participate in the renewal evaluation process. A copy of any DEC evaluation and recommendation with supporting reasons shall be given to the member upon issuance. Senate procedures developed pursuant to this article shall satisfy each of the minimum standards set forth in Article 4.11 and may not be inconsistent with this Agreement. Copies of such procedures shall be given to the CSU-AAUP, the administration and all full-time members.
Annually the Chief Personnel Officer shall provide computer-generated reports to assist department evaluation committees in determination of member eligibility for renewal, promotion, tenure and related personnel actions.

4.11.2 Evaluation for Renewal

Each full-time member on an initial probationary appointment shall receive written evaluation of performance and a corresponding recommendation during the second (2nd) semester of service (after completing a full semester of service) in accordance with the schedule specified in Article 4.11.

Thereafter, there shall be an annual written evaluation and recommendation as required by the term of the appointment, unless the member has previously received timely notice of non-renewal or is on a final appointment (see Article 4.9), or has resigned effective prior to or at the end of an appointment. The format for these evaluations shall be proposed by the Senate and approved by the President.

4.11.2.1 Evaluation for Tenure

A full-time member may be considered for tenure in any year of the probationary period if the member so requests. Denial of tenure prior to the sixth (6th) year of service shall not prejudice subsequent applications for tenure and in no case shall be construed as a ground for termination of employment, but the evaluatory material shall be available as part of the record. The DEC must evaluate a non-tenured full-time member for tenure in the member’s sixth (6th) year of credited service. Evaluations shall be completed and all recommendations shall be forwarded to the President in accordance with the schedule in Table 1. The President shall notify the affected member of the Board of Trustees' tenure decision by the appropriate date specified in Table 1 (f).
<table>
<thead>
<tr>
<th>Appointed in:</th>
<th>1st Year Renewals</th>
<th>2nd or Later Year Renewals</th>
<th>Penultimate-Year Tenure Candidates</th>
<th>Promotion</th>
<th>Professional Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEC receives (See 4.11.1) and reviews records and notifies members who meet promotion standards or otherwise must be evaluated.</td>
<td>Jan 20</td>
<td>Sep 15</td>
<td>Mar 1</td>
<td>Sep 15</td>
<td>Sep 15</td>
</tr>
<tr>
<td>Candidate informs the department Chairperson and DEC Chairperson in writing of desire to be considered for promotion.</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>DEC Chairperson informs candidates in writing of evaluation process (See Article 4.11.5).</td>
<td>Feb 1</td>
<td>Oct 1</td>
<td>Mar 15</td>
<td>Oct 1</td>
<td>Oct 1</td>
</tr>
<tr>
<td>Candidate submits relevant materials for consideration to the DEC.</td>
<td>Feb 10</td>
<td>Oct 10</td>
<td>Mar 30</td>
<td>Oct 20</td>
<td>Oct 20</td>
</tr>
<tr>
<td>DEC submits evaluations and appropriate recommendations to the Dean.</td>
<td>Feb 20</td>
<td>Oct 20</td>
<td>Apr 15</td>
<td>Nov 15</td>
<td>Nov 15</td>
</tr>
<tr>
<td>Dean submits recommendations.</td>
<td>Feb 25</td>
<td>Oct 25</td>
<td>May 1</td>
<td>Dec 1</td>
<td>Dec 15</td>
</tr>
<tr>
<td>University-wide Promotion and Tenure Committee submits recommendations to the President.</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>Mar 5</td>
</tr>
<tr>
<td>President takes required action and informs candidate.</td>
<td>Mar 1</td>
<td>Nov 1</td>
<td>May 31</td>
<td>Dec 31</td>
<td>Apr 15</td>
</tr>
<tr>
<td>Board awards tenure/promotions.</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>May 31</td>
</tr>
</tbody>
</table>

3The evaluation schedule for those members who are not appointed at the beginning of a semester shall follow the evaluation schedule of members employed at the beginning of the semester closest to their appointment date.
4If any of the dates above fall on a weekend or holiday, the deadline shall be the close of business on the business day preceding the date listed.
5All early tenure consideration follows timetable for August appointments.
4.11.3 Evaluation for Promotion

On the basis of available information, by September 15 of each year, the DEC shall inform any full-time members of their department who meet the standards specified for promotion (see Articles 3.3.1 - 3.3.4). A member wishing to be considered for promotion shall so indicate in writing by September 25, to the Department Chairperson and the DEC Chairperson. In addition, a promotion recommendation for an eligible member may be initiated by the DEC (see also Article 5.3.5). A member may withdraw after the commencement of the promotion process and shall thereby waive all claims for that year.

4.11.4 DEC Membership

The membership of the DEC shall include only tenured members of the department. If in the judgment of the President, this provision works a hardship on a department, the Senate in agreement with the President shall determine procedures for resolving the problem, but in no case shall persons under consideration for promotion serve on the DEC during any deliberations on promotion.

4.11.5 The evaluation schedule for those full-time members who are not appointed at the beginning of a semester shall follow the evaluation schedule of full-time members employed at the beginning of the semester closest to their appointment date. By the appropriate date specified in Article 4.11, the DEC chairperson shall inform in writing each full-time member to be evaluated of (1) the fact and purpose of the evaluation, (2) the opportunity to submit material to the DEC, and (3) the opportunity to appear personally before the DEC prior to the DEC’s recommendation.

4.11.6 By October 1 of each academic year the President or designee shall make available to the DEC the personnel file of those full-time members to be evaluated subject to the provisions of Article 4.14.2.

4.11.7 In making its peer evaluations for renewal, promotion, and tenure the DEC shall consider all materials supplied by the candidate and may solicit additional information pertinent to the categories of evaluation. Peer review through observation of load credit activity should normally be a part of evaluations, especially in pre-tenure evaluations. For full-time members who are engaged in classroom teaching the DEC shall obtain and use the data from a written student survey instrument. For full-time members who are engaged in other duties or have assignments in more than one department, the DEC shall seek and use appropriate information relating to all elements of the member’s duties.

4.11.8 Student Opinion Survey

The practice of conducting student opinion surveys of teaching faculty (see Article 4.11.7) shall be continued using evaluation instruments and a procedure for
administering them that are designed or approved by the department. The procedure for administering the surveys, including a statement governing collection, routing, and disposition, shall include the requirements that:

(1) The evaluation shall be administered by a third party; and

(2) Students shall be apprised of the survey process and assured the completed survey will not be viewed by the instructor until all grades have been posted.

It is understood that members may use evaluation forms in addition to the approved instrument.

4.11.9 Evaluation Criterion and Categories for Full-time Teaching Faculty

It is recognized that faculty work outside specific requirements identified in this Agreement by maintaining and updating professional skills through activities such as review of professional journals, participation in curricular revisions, course updating, pursuit of research, publication and other scholarly activities.

The criterion for evaluating and recommending full-time teaching faculty shall be the quality of activity, including keeping current in one’s field, within each of the categories listed below (Articles 4.11.9.1 - 4.11.9.5). All individuals and bodies evaluating members shall weight these categories in the order listed. Any special conditions in the member’s letter of appointment or subsequent extensions or modifications of such appointment as provided in Article 4.7 shall be considered in the evaluation process for renewal, promotion or tenure. (See Article 6.8 – Coaches Evaluation Criterion; Article 6.9 – Non-Instructional Athletic Trainer Evaluation Criterion; Article 7.3 – Counselor Evaluation Criterion; and Article 8.3 – Librarian Evaluation Criterion.)

4.11.9.1 Load credit activity for which the member receives load credit or the equivalent, e.g. one or more of the following: teaching, coaching, counseling, department chairperson, division director, library service, research, student supervision, or any other function specified in the letter of appointment or subsequent extension or modifications of such appointment (see Article 4.7), or identified in a letter of agreement (see Article 10.4).

4.11.9.2 Creative activity appropriate to one’s field, such as delivering papers at professional conferences, production/performance of artistic works, research, study, and publication.

4.11.9.3 Productive service to the department and university.
4.11.9.4 Professional activity, such as attendance and participation in conferences and workshops, membership and service in appropriate professional organizations and other professional activities.

4.11.9.5 Years in rank.

4.11.10 Following deliberations the DEC shall make a written evaluation and recommendation with supporting reasons based on the above criterion. Each recommendation shall be signed by all members of the DEC. If a DEC member elects to write a minority report, it shall be appended to the Committee report. A copy of the DEC’s recommendation including supporting reasons shall be sent to the affected member upon issuance and a copy shall be placed in the member’s personnel file.

4.11.11 By the appropriate date specified in Table 1, the DEC shall transmit its written evaluation and recommendations with supporting reasons to the appropriate academic dean, together with all materials submitted to and considered by the DEC (see Articles 4.14.1, 4.14.2.7, and 4.14.2.8).

4.11.12 By the appropriate date specified in Table 1, the appropriate academic dean shall review and consider all of the material submitted and make a recommendation based primarily on that material. Copies of any other material shall be provided to the evaluatee and the members of the DEC. A copy of the Dean’s recommendation shall be sent to the affected member upon issuance and a copy placed in the member’s personnel file. Recommendations for tenure and/or promotion, along with all of the previously submitted material, shall be transmitted to the University-wide Promotion and Tenure Committee. Recommendations for renewal shall be similarly transmitted to the Vice President for Academic Affairs. A copy of any vice presidential recommendation also shall be provided to the affected member.

4.11.13 Each campus shall have a promotion and tenure committee composed of members elected from among full-time members. Committee composition and procedures shall be determined in accord with local rules as specified by the senate and approved by the president except that (1) membership shall be restricted to tenured associate and full professors and (2) no more than two members from an academic department shall serve on the committee in any given academic year.

Any member being considered for promotion or tenure shall be given an opportunity to appear before the committee prior to its recommendation to the President. By the appropriate date specified in Table 1, the Promotion and Tenure Committee shall make a recommendation to the President after considering all previously submitted material and recommendations. A copy of the University-wide Promotion and Tenure Committee recommendation shall be sent to the affected member upon issuance, and a copy shall be placed in the member’s personnel file.
4.11.14 By the appropriate date specified in Table 1, the President shall, following consultation with the Academic Vice President, make recommendations for promotion and tenure to the Board informing the member at the same time.

A President who disagrees with the recommendation of the Promotion and Tenure Committee and who denies tenure after completion of the member’s sixth (6th) year of service, shall provide the member and that committee with a written explanation. A President who disagrees with the recommendation of the Committee and recommends tenure shall provide the Committee with an explanation. The President’s explanation shall be held in confidence by the Committee subject to applicable statutes.

4.11.15 By the appropriate date specified in Table 1, the Board shall announce its promotion and tenure actions and inform affected members promptly.

4.11.16 All dates specified in this section shall be accelerated when necessary to meet the standards of notice in Article 4.9.

4.12 Professional Assessment

Each tenured member shall receive one professional assessment every six (6) years unless: (a) the DEC, in an effort to assist, schedules the next assessment in less than six (6) years, or (b) the affected member requests more frequent assessment. The DEC shall honor such requests. The purpose of this assessment shall be to measure the member’s teaching effectiveness, and/or primary professional function, service to the department and university, scholarship and professional activity in order to further the member’s professional growth. This assessment shall be made by the DEC in accordance with procedures developed by the Senate and approved by the President pursuant to Article 5.10, and in accordance with Articles 4.11.6 - 4.11.9 of this Agreement. Professional assessments shall follow a schedule recommended by the Senate and approved by the President. A DEC may schedule an increased frequency of assessment only on the occasion of a regularly scheduled assessment. Information developed by the DEC for promotion and tenure evaluations may be used for professional assessments. Where this is the campus practice, another assessment shall not be required for six (6) years. All assessments completed by a DEC will be reviewed by the member, who shall be provided at least two (2) days to append comment before the assessment is sent to the appropriate Dean. All assessments which have been reviewed by the member will be sent promptly to the Dean along with all materials reviewed by the DEC and any comments from the member. The Academic Vice President and President will review the assessment in turn after the Dean.

Assessments reviewed by the President will be placed along with member comments in the member’s personnel file. After placement of the assessment in the member’s
file, supporting documents will be returned to the DEC for disposal. The format for these assessments shall be proposed by the Senate and approved by the President.

4.13 Special Assessment

The intent of a special assessment is to identify problems regarding a member’s performance of duties and, if necessary, to develop a plan to address these problems.

When the appropriate Dean or Vice President has reasonable grounds to believe there is a problem regarding a member’s performance of duties, the Dean shall meet with the member, and any other appropriate individuals, in an attempt to clarify and, if necessary, rectify the situation. If, following such meeting(s), the Dean or Vice President determines that a special assessment is called for, the Dean shall meet and confer with the appropriate chairperson in the design of an appropriate evaluation, which may or may not involve the DEC, and shall inform the affected member in writing of the particulars of the scheduled evaluation. The evaluator(s) shall submit a written report of the results of the evaluation, including any recommended actions, to the Dean, the Chairperson and the affected member; such report shall be placed in the member’s personnel file.

Should the evaluation report identify matters requiring remedial action, the evaluators, in consultation with the affected member, shall develop a specific plan with a schedule of compliance, which shall be implemented. The evaluators shall provide a written copy of the plan to be implemented to the affected member, the Dean or Vice President and the member’s personnel file. If the member fails to cooperate, the matter may be remanded to the process of Article 16. In the event that the member in question is the Spokesperson or the department Chairperson, that role in the process shall be filled by the Chairperson of the DEC. Records of a special assessment and related documents shall be removed from the personnel file following the affected member’s next formal evaluation, unless the Dean, in consultation with the DEC, determines otherwise.

4.14 Personnel Files

4.14.1 Each university shall maintain one (1) confidential and complete official personnel file for each member. This file shall be accessible to the member on request. No anonymous material or annotations shall be placed in the official personnel file. No unsolicited derogatory material shall be placed in the official personnel file except pursuant to Article 4.14.2.9. Files shall contain the following: application for employment and supporting documentation; recommendations on appointment, tenure, renewal, promotion, and leaves; evaluation and assessment documents; payroll records; disciplinary actions; correspondence between the President or other administrators and the member concerning the member’s employment at the University; all other relevant personnel actions; and any statement that the member wishes to enter in response to or in elaboration of any
other item in the file. Personnel files shall be maintained in accordance with State-mandated retention schedules.

4.14.2 Access to and Maintenance of Files

4.14.2.1 Each university shall maintain the official personnel file for each member in a secure place. A subset of these records for payroll purposes may be kept in another location. Under normal circumstances, the official personnel file shall not be removed from the location in which it is housed.

4.14.2.2 Members shall have access to their personnel files during regular office hours. Access to these records by individuals other than the member whom they concern shall be in accordance with applicable State and Federal Statutes.

4.14.2.3 Each member's file shall contain a log of every instance of access to that file by individuals other than the President, the Chief Personnel Officer, their immediate staffs and the member.

4.14.2.4 CSU-AAUP shall have access to relevant documents from personnel files for the purpose of fulfilling its statutory responsibilities pursuant to CGS Sec. 4-190 and Secs. 5-270 through 5-280 CGS.

4.14.2.5 Upon request, a member shall be provided with a copy of any and all material in the member's file at no charge.

4.14.2.6 When a unit member obtains access to data from the member's personnel file, the member shall be provided, by the administration, with an opportunity to review Sec. 4-192 through Sec. 4-197 CGS.

4.14.2.7 Derogatory material, all evaluations and assessments, and records of disciplinary action shall be copied and a copy shall promptly be provided to the member with a notation of the date on which it was added to the file. Lengthy documents may be initialed by the member in lieu of the above provisions.

4.14.2.8 Each university shall follow a policy developed through the Senate in mutual agreement with the President governing the disposition of components of the promotion and tenure files conforming to State laws and this Agreement. Where such policies currently exist, the President, in cooperation with the Senate, shall review existing policy to assure conformity with requirements of State law and this Agreement.

4.14.2.9 A member may contest the accuracy, completeness or relevancy of unsolicited derogatory material prior to placement in the member's file by pursuing a grievance. Letters of reprimand are excluded from this provision and may be contested in accordance with the provisions of Article 16. Letters of reprimand or
similar documents carrying dates of removal shall be returned to the member on request following said date.

4.14.2.10 The entire contents of personnel files shall be considered private and may not be opened to any outside scrutiny except when ordered by a court of law. When a file is requested by an outside party for any reason, the affected member shall be promptly notified and provided with a copy of the request and reason therefore.