4.2 Academic Freedom

The parties to this Agreement subscribe to the following principles of academic freedom\(^2\):

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.

\(^2\) 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.