

ARTICLE 5
ACADEMIC FREEDOM & RESPONSIBILITY

5.1 Policy.

- (a) It is the policy of the University and the UFF to maintain, encourage, and protect academic freedom. Academic freedom is essential to the University. It includes both freedom of thought and expression, and it applies to teaching, research/creative activities, and professional, public, and University service. Academic freedom is accompanied by corresponding faculty and administration responsibilities, arising from the nature of the educational process.
- (b) In order to ensure an atmosphere of academic freedom within the University neither the University administration nor its representatives shall violate any faculty member’s academic freedom or penalize a faculty member for the legitimate exercise of academic freedom, either in the performance of University duties or activities outside the University. Moreover, the University recognizes that internal and external forces may seek at times to restrict academic freedom, and the University shall protect and promote academic freedom.

5.2 Academic Freedom. Faculty members shall be free to discuss topics relevant to the course’s subject matter in the classroom; to explore all avenues of scholarship, research, and creative expression, and; except as described in section 5.3(b), to speak freely on all matters of university governance without fear of University censorship, retaliation, or discipline.

(a) Teaching and Research/Creative Activities.

- (1) Faculty members shall have the freedom to:
 - a. Present and discuss, frankly and forthrightly, academic subjects, including controversial material relevant to the academic course being taught.
 - b. Select instructional materials consistent with university regulations, policies, and departmental standards. Define course content consistent with established learning outcomes, department guidelines, course schedules, and administratively determined course delivery modalities. Hold consistent academic standards regarding the student learning outcomes as set by the curriculum and stated in the syllabus. In situations where there are multiple sections of the same course, department faculty have the responsibility to

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1 select a uniform text book as a group. In the event the department
2 faculty are unable to do so, or desire to utilize differing textbooks,
3 prior authorization from the Provost or designee is required. Special
4 topics classes are excluded from this requirement.

5 c. Determine grades.

6 1. Grading standards must reflect department guidelines, and
7 must award substantially similar grades based on
8 substantially similar performance for multi-section courses.

9 2. Consistent with the principle that the faculty member should
10 be the judge of a student’s performance in a course, the grade
11 a faculty member determines for a student’s performance
12 shall not be changed without the faculty member’s consent,
13 except by the current University academic appeals process
14 as provided in University Policy FPU-500714AP Student
15 Grade Appeals, approved by the Board of Trustees on
16 February 16, 2015, or as described in Section 5.4(j).

17 d. Freely engage in scholarly, research, and creative activity, and
18 publish the results.

19 (2) The university shall provide written notice to faculty members of any new
20 or revised standards and guidelines applicable to their respective
21 department(s).

22
23 (b) Service. Service includes, but is not limited to, participation in governance
24 processes of the University, which is a fundamental aspect of academic freedom.
25 Faculty members shall have freedom to present ideas and discuss, frankly and in a
26 forthright manner, academic policy, University governance, or other matters
27 pertaining to the University.

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

31 (d) All rights and responsibilities provided in this Article shall extend to all bargaining
32 unit members, regardless of whether their primary assignments include teaching
33 and research.

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1 **5.3 Academic Responsibility of Faculty Members.** Academic freedom is accompanied by
2 corresponding faculty responsibilities. Academic responsibility implies the competent
3 performance of academic duties and obligations and the commitment to support the
4 responsible exercise of academic freedom by others. Members of the faculty have a
5 responsibility to:

- 6 (a) Observe and uphold the commonly accepted ethical standards of the academy,
7 which includes being forthright and intellectually honest in their professional
8 capacity which includes but is not limited to pursuit and communication of
9 scientific and scholarly knowledge as well as in their teaching and service duties;
- 10 (b) When it is not related to the instructional activity of the course, refrain from using
11 the classroom to promote a personal or political agenda;
- 12 (c) Not use their authority as a faculty member to coerce a student to take a public
13 position or action.
- 14 (d) Provide course-level instruction designed to achieve that course’s student learning
15 outcomes, support applicable program competencies, and, to the degree relevant,
16 prepare students for subsequent courses in the applicable program’s plan of study
17 and act with integrity in the assignment of grades in all courses;
- 18 (e) Treat students, staff, and colleagues fairly, civilly, honestly, and professionally in
19 discharging one’s duties as teacher, researcher, and intellectual mentor, in a manner
20 consistent with the provisions of this Agreement and University regulations and
21 policy;
- 22 (f) Avoid any exploitation of other people for private advantage and treat them in a
23 manner consistent with the provisions of this Agreement and University regulations
24 and policy;
- 25 (g) Respect the integrity of the evaluation process, including the privacy rights of
26 students under law, and evaluate students, staff, and colleagues honestly according
27 to the criteria and procedures specified in the evaluation process;
- 28 (h) Represent one’s self as a spokesperson for the University only when specifically
29 authorized to do so;
- 30 (i) Participate, as appropriate, in the system of shared academic governance, especially
31 at the department/unit level;
- 32 (j) Observe the published University regulations, provided the regulations do not
33 contravene this Agreement, academic freedom, or the faculty member’s right to

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1 criticize or seek revision of those duties, laws, regulations, policies, or procedures.

2 (k) Refrain from engaging in a pattern of behavior, or a single, egregious instance of
3 behavior, that disrupts or obstructs the orderly and effective functioning of the
4 department or University. Such behavior is not protected under Academic Freedom.

5 (1) This section shall not be construed or used to inhibit vigorous and tough-
6 minded academic disagreements which are a vital aspect of academic
7 freedom or the right to free expression and thought, on or off campus.

8 (2) The university will have the burden of proof in demonstrating a pattern of
9 disruptive or obstructive behavior.

10 (3) Academic freedom is accompanied by corresponding responsibilities,
11 including the duty to exercise appropriate restraint and to show appropriate
12 respect for the right of others to hold differing opinions.

13 (4) Consequently, while academic disagreements are part of the orderly
14 functioning of a university, appropriate constructive cooperation is also
15 critical to the faculty member’s effective performance as a member of the
16 academy.

17 **5.4 Academic Responsibility of the Board and the University Administration.** Academic
18 freedom is accompanied by corresponding responsibilities of the Board and the University
19 Administration. Academic responsibility implies the competent performance of duties and
20 obligations and a commitment to actively foster within the University a climate favorable
21 to the responsible exercise of academic freedom. Therefore, it is the responsibility of the
22 Board and the University Administration to:

23 (a) Maintain, encourage, protect and promote the faculty’s academic freedom so that
24 it is not compromised by harassment, censorship, reprisals, or prohibited
25 discrimination.

26 (b) Ensure that the faculty’s academic freedom, to include freedom of thought and
27 expression as guaranteed under the First Amendment of the Constitution of the
28 United States of America, is not stifled or compromised.

29 (c) Treat faculty members, students, and staff in a manner consistent with the
30 provisions of this Agreement.

31 (d) Respect the integrity of the evaluation process, including the privacy rights under
32 law, and fairly evaluate faculty according to the criteria and procedures specified
33 in the evaluation process.

34 (e) Respect and adhere to the principles of shared governance.

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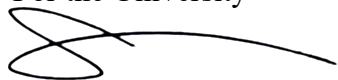
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- 1 **(f)** Observe the published University regulations, provided that the regulations do not
- 2 contravene academic freedom, which includes the faculty member’s right to
- 3 responsibly criticize and seek revision of the regulations.
- 4 **(g)** Refrain from engaging in behavior that directly undermines academic freedom and
- 5 freedom of thought and expression as described in this regulation, or otherwise
- 6 disrupts or obstructs the orderly and effective functioning of the department or
- 7 University.
- 8 **(h)** Prohibit unauthorized persons from entering or interrupting a faculty member’s
- 9 classroom or laboratory, except with prior permission from the responsible faculty
- 10 member or during legitimate emergencies. The University shall support the
- 11 authority of each faculty member to have unauthorized persons removed from the
- 12 faculty member’s classroom/laboratory. This provision shall not apply to
- 13 administrators who are responsible for evaluating the faculty member. At the
- 14 faculty member’s request, University Administration shall take appropriate action
- 15 to enforce this provision.
- 16 **(i)** Prohibit disruptive behavior, including: (1) behavior that involves violence against
- 17 faculty, staff or students; (2) threat(s) or instigation of violence; (3) malicious
- 18 vandalism; (4) possession of weapons of any type; (5) willful disregard of
- 19 legitimate directions; (6) continued use of abusive language or gestures; (7) or other
- 20 behavior that is unruly, disruptive, harassing, or abusive so that it seriously
- 21 interferes with the faculty member’s ability to effectively communicate with other
- 22 students in the class or with the ability of the student’s classmates to learn, or with
- 23 the normal and orderly conducting of the University’s business.
- 24 **(1)** The University shall support the authority of each faculty member to have
- 25 disruptive persons removed from the faculty member’s
- 26 classroom/laboratory or the campus.
- 27 **(2)** Upon receiving a report of disruptive behavior, the University shall act
- 28 promptly to investigate and resolve the matter. Faculty may request that a
- 29 disruptive individual be barred from returning to the classroom. If the
- 30 University declines such a request, the University shall take appropriate
- 31 alternative action that ensures against a recurrence of the disruptive
- 32 behavior and shall inform the faculty member.
- 33 **(3)** A faculty member shall not be disciplined for taking reasonable action in
- 34 self-defense or in defense of others.
- 35 **(j)** In the rare instance in which a faculty member, without prior approval, fails to

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1 submit student grades for a course after the grading deadline by two (2) business
2 days or more and, the faculty member may be removed as the instructor of record.

3 (1) The circumstances of such removal will be considered by the Provost and
4 at least two (2) other Vice Provosts, who may authorize the Chair of the
5 faculty member's department to take such actions that are necessary and
6 appropriate to effectuate the submission of accurate and complete grades
7 that are required for student progression and/or graduation.

8 (2) The faculty member will be immediately informed of this removal and
9 subject to discipline if appropriate.

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Article 05 - Academic Freedom - (TA - 2021-06-30)

Final Audit Report

2021-06-30

Created:	2021-06-30
By:	Alexander Landback (alandback@floridapoly.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtXon5TLjX3atjWwlpQ1LMdMV3G6pyKzp

"Article 05 - Academic Freedom - (TA - 2021-06-30)" History

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2021-06-30 - 2:48:07 PM GMT- IP address: 71.40.181.194
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2021-06-30 - 2:50:01 PM GMT
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2021-06-30 - 2:50:02 PM GMT
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2021-06-30 - 9:27:26 PM GMT- IP address: 104.47.66.126
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2021-06-30 - 9:27:50 PM GMT