

placement, and sabbatical eligibility/tie breakers. S/he shall begin accruing seniority at the new college starting from the beginning of the semester in which s/he transfers barring an agreement per Article 22, Section 10 between the parties to the contrary.

ARTICLE 22 LAYOFF AND FACULTY TRANSFERS

Section 1. Layoffs. Layoffs of unlimited faculty members may occur only when necessary for bona fide, good, and sufficient reasons.

Subd. 1. Reasons. The administration shall provide both the MSCF and the faculty member affected a written summary of the circumstances giving cause to the layoff and of the alternatives to layoff which have been considered. If layoffs are to occur, the administration shall meet with the MSCF to discuss the layoffs at a Shared Governance Council meeting. Such meeting shall be scheduled prior to November 15.

Subd. 2. Layoff Notice Timelines. If a layoff is contemplated by the administration, the faculty member on the unlimited full-time seniority roster who is to be laid off shall be notified of the impending layoff no later than November 1 to be effective on the last day of the next spring semester. Unlimited part-time faculty members shall be notified in writing of impending layoff by November 1 of an impending layoff to be effective at the end of the spring semester, and no later than April 1 of an impending layoff to be effective at the end of the following fall semester. The layoff is subject to the shared governance language contained in Article 8.

Subd. 3. Order. Layoffs shall be based on inverse seniority within the credential field. A faculty member shall not be laid off if a less senior faculty member in the college holds a position for which the first faculty member is qualified and has greater seniority at the college. No layoffs shall be made if the college continues to employ part-time faculty members who are providing bargaining unit work in the faculty member's credential field(s).

- A. Post Retirement Annuitant members in the credential field shall be terminated before a probationary faculty member is terminated.
- B. Temporary faculty members in the credential field shall be terminated before a probationary faculty member is terminated.
- C. Probationary faculty members in the credential field shall be terminated before any unlimited faculty member is laid off.
- D. Unlimited part-time faculty shall be laid off based on inverse seniority within the credential field prior to any unlimited full-time faculty member.

Subd. 4. Equalization of Budget Cuts. In the case of a substantial reduction in funds available to the board for state colleges, every effort shall be made to equalize the effect of the reduction on all staff at the technical, community and consolidated colleges.

Subd. 5. College Closing. In the event a college is closed by the Board of Trustees and/or the Minnesota State Legislature, the parties agree to meet and negotiate on the impact of such closure on the terms and conditions of employment for affected faculty.

Subd. 6. Recency Requirements. The recency requirements in this Article can be accomplished by a faculty member updating his/her knowledge/skills through participation in activities with sufficient rigor and substance. The recency requirement can also be accomplished through work assignment. In order to exercise the claiming recall or bypass rights outlined in this Article, the assignment or updating must have occurred within four (4) years of the claiming, recall or bypass decision.

If a faculty member requests an assignment in his/her other credential field(s) for the purpose of maintaining recency, the assignment will not be denied in an arbitrary or capricious manner.

Section 2. Reinstatement of Position. If a faculty member has claimed a position within the state college system as provided for in this Article or if a faculty member is on the current recall list, and the faculty member's original position is reinstated, said faculty member shall have the first right to reclaim such position.

Section 3. Consultation. The Minnesota State Colleges and Universities shall provide, upon request, consultation on retraining and transfer for faculty members who have received layoff notices.

Section 4. Layoff Procedure for Colleges with Multiple-Campuses or Sites. The following provisions are operative on a college-wide basis.

Subd. 1. Identification of Positions to be Eliminated.

- A. College administration shall identify the position(s) that are being eliminated.
- B. College administration shall also identify senior faculty who must be reassigned because their position(s) is being eliminated.
- C. Prior to or simultaneously with the official notification to affected faculty of layoff, the college shall forward this information to the MSCF.

Subd. 2. Issuance of Layoff Notices and/or Termination Notices and Identification of Positions to be Eliminated.

- A. Layoff notices shall be given to the least senior faculty member(s) in the area of assignment/licensure from which positions are being eliminated.

B. Termination notices shall be issued in the following order:

1. Temporary Faculty
2. Probationary Faculty

C. Layoff notices shall be issued in the following order:

1. Unlimited part-time faculty.
2. Least senior unlimited full-time faculty.

D. The position(s) occupied by those least senior faculty who have received notice of layoff and/or termination notices shall be declared vacant in an (FTE) amount needed to accommodate the reassignment of more senior faculty whose positions are being eliminated, consistent with Subds. 3 and 4 of this section below.

Subd. 3. Reassignment of Senior Faculty.

- A. The most senior faculty member whose position is being eliminated shall be offered his/her choice of reassignment to the vacated position(s) as specified in Subd. 2 of this section.
- B. The college will make the offer of reassignment within ten (10) days of the date the layoff notice was received by the faculty member.
- C. If the faculty member declines this offer of reassignment, then s/he shall accept the layoff, unless the layoff is rescinded prior to the effective date of layoff.

Subd. 4. Reassignment of Senior Faculty due to Multiple Layoffs. If it is necessary to eliminate the positions of (and reassign) more than one senior faculty member, the affected faculty members shall choose the vacated position to which they will be reassigned according to the following order:

- A. The most senior faculty member shall have first choice of the vacated positions described in Subd. 2 of this section.
- B. The second most senior faculty member shall have the second choice and so forth.

Subd. 5. Deadlines for Faculty Identifying Choices. Faculty members must indicate their choice within twenty (20) days of receiving the offer of reassignment.

Subd. 6. Reassignment, Transfer and Claiming.

- A. Reassignment consistent with Subds. 3 and 4 of this section constitutes a voluntary transfer.
- B. Reassignment Subds. 3 and 4 of this section is not a waiver of the right to recall or reinstatement.

Section 5. Multiple Credential Fields.

Subd. 1. Multiple Assigned Fields. A faculty member who has more than one (1) assigned field and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may be by-passed for the purpose of layoff, when s/he has adequate seniority in another assigned field(s) and sufficient workload is available in such field(s) to retain full-time employment. When this occurs, the faculty member may not be assigned to teach in the assigned field where the layoff occurred until such time that the laid-off faculty member has claimed another full-time unlimited position, had his/her layoff rescinded, resigned, or had his/her four (4) year claiming rights expire, whichever comes first. When the more senior faculty member has provided notification of intent to claim part-time vacancies pursuant to this article, s/he shall be offered all available assignments for which s/he is qualified prior to the assignment of the less senior faculty member who was bypassed. If the more senior laid-off faculty member rejects an offer to claim such assignments, the bypassed faculty member may be reassigned in that field(s). The by-passed faculty member shall not be eligible for re-training as provided in this article. In the event it is later determined by the administration that a layoff is needed in the bypassed faculty member's other assigned fields(s) and that faculty member is given the layoff notice, any grievance appeal of such layoff shall be limited to the current circumstances in that assigned field.

Subd. 2. Multiple Licenses. Faculty members who are licensed in more than one (1) program area and has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, will be bypassed for layoff if she/he has greater seniority than another faculty member at the college in any of her/his additional license area(s) according to the following:

- A. The most senior faculty member(s) whose position is being eliminated will be offered reassignment to the position of the least senior faculty member in all licensure areas held by the faculty member(s) whose position is being eliminated.
- B. The college will make the offer of reassignment within ten (10) days of the date the layoff notice was received by the faculty member.
- C. Faculty members must indicate their choice within twenty (20) days of receiving the offer of reassignment.
- D. If the more senior faculty member declines this offer of reassignment, then s/he shall accept layoff, unless the layoff is rescinded prior to the effective date of layoff.

Section 6. Retention Review. A faculty member, who claims a vacancy in a credential field in which s/he has not previously taught, may serve a retention review period of up to two (2) full, consecutive semesters prior to obtaining unlimited status in the new credential field. The college president may waive all or a portion of the retention review period. If the college determines that a faculty member will not be retained in the new credential field, the member and the MSCF Chapter grievance representative will be notified in writing by the college. The notice will set

forth the rationale for the decision. Such decision may not be arbitrary or capricious. If the faculty member is not retained as a result of the retention review, the faculty member shall be returned to the layoff list and shall retain all rights to claim in the original credential field. The total period of recall and/or claiming rights and retention review shall not exceed four (4) years. Nothing in this section affects the parties' rights under Articles 25 and 27.

Section 7. Notification of Posted Vacancies. The system office shall distribute vacancy notices via the Minnesota State Employment Opportunities to the colleges for posting on the official bulletin board simultaneous with any external advertisements or postings. A copy shall also be sent to the MSCF President or designee. All unlimited full-time, temporary full-time, and unlimited part-time MSCF positions shall be posted unless otherwise agreed to by the Employer and the MSCF. No position shall be filled until at least fifteen (15) calendar days have elapsed after posting date of the Minnesota State Employment Opportunities, unless the system office and the MSCF have mutually agreed to an exception.

Section 8. Layoff Benefits.

Eligibility. Eligibility for benefits provided by this section requires the unlimited faculty member to be employed by a Minnesota State College at the time of layoff notice.

The MSCF field representative will facilitate the discussions between the individual faculty member and the administration during the process of selecting either Option A or Option B outlined below. The faculty member must make an irrevocable choice and inform the college of that choice no later than December 1st of the calendar year preceding the effective date of layoff.

Option A

Subd. 1. Retraining. Faculty may only retrain for Minnesota State system established credential fields.

Subd. 2. Reassignment for Retraining. Any unlimited full-time faculty member who receives a notice of layoff by the Employer shall be granted the equivalent of twenty-one (21) semester credits for full paid reassignment time for the purpose of retraining to be completed during spring semester, the summer following notice of layoff, or any combination thereof as scheduled by the faculty member and approved by the Employer. The faculty member shall submit a retraining plan to the administration no later than December 1. The initial retraining plan will need to identify only the area of retraining, the number of reassigned credits needed, the timing of the reassigned time, and the number of graduate credits that will be taken. Prior to scheduling retraining activities, the faculty member shall consult with the administration to resolve any scheduling conflicts. If the plan includes credit course work the faculty member shall provide the administration with a copy of the fee statement. During the semesters of reassignment for retraining the faculty member is subject to assignment at the college to the percentage that the enrolled credits are fewer than nine (9) credits.

The faculty member on summer reassignment for retraining shall be compensated for no more than six (6) credits at the pro-rata rate for the summer session. This compensation is overload pay but is not subject to the forty percent (40%) limitation contained in Article 13 of this Contract.

Subd. 3. Tuition Support. During the layoff notification period, as well as through the four (4) year claiming period, a laid off unlimited full-time faculty member shall be provided with twenty-four (24) graduate semester credits of full tuition support at any Minnesota State institution (faculty member only). Regardless of the number of credits of tuition support utilized, the tuition support shall end at the beginning of the semester in which the faculty member begins work in a claimed unlimited full-time position

Subd. 4. Claiming Vacant Positions. Faculty members who have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years and who are covered by this section may claim and reserve positions as specified below.

A. **Claiming Period for Unlimited Full-time Faculty.** For a period of four (4) years a laid off unlimited full-time faculty member may claim any posted bargaining unit vacancy in any of the Minnesota technical, community or consolidated colleges for which s/he meets the system established minimum qualifications for the credential field of the vacancy. If more than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.

B. **Claiming Period for Unlimited Part-time Faculty.** For a period of two (2) years, a laid off unlimited part-time faculty member may claim any part-time assignment at the college from which s/he is laid off and for which s/he meets the system established minimum qualifications for the assigned field or license of the vacancy provided s/he has met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years. If more than one (1) laid off faculty member claims a particular vacancy, the faculty member with the greatest state college system seniority shall receive the job.

C. **Process for Claiming Vacancies.**

1. **Notice of Full-time Vacancies.** The system office shall notify all unlimited full-time faculty members on notice of layoff or on layoff of all full-time vacancies within the system as soon as positions are open.

Once a faculty member on layoff has claimed and been awarded a vacancy within the system, the claimed position may not be withdrawn.

2. **Claiming Posted Vacancies.** Faculty members wishing to claim or reserve a vacant position must notify the system office with a copy to the human resources designee at the college of the posted vacancy of their intent to do so in writing during the fifteen

(15) day posting period. In order to claim vacant positions, faculty members must hold either the credential field of the vacancy or meet the system established minimum qualifications for the credential field of the vacancy.

Faculty members may not claim activity assignments. At the discretion of the administration, faculty members can be reassigned or laid off from activity assignments without cancellation of the assignment. A student activity assignment shall not be considered a credential field, or designated assignment.

3. **Order of Claiming Posted Vacancies.** Current faculty members who have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim vacant unlimited full-time or temporary full-time or unlimited Part-time positions for which they are qualified in the following order:

- a. Unlimited full-time faculty members who have been notified of layoff and hold the credential field or meet system established minimum qualifications for the credential field;
- b. Unlimited full-time faculty members in the order of seniority who are employed in a credential field at a college in which a faculty member is on notice of layoff.
- c. Unlimited full-time faculty members who have been notified of layoff or are laid off and within the claiming period indicated in Section 8, Subd. 4. A. above and who reserve the position via Subd. 7. below by declaring such and by preparing an approved/amended retraining plan to meet system established minimum qualifications for the position.

D. **Claiming Part-time Work Assignments.** Faculty members at stand-alone community colleges, Former MCCFA faculty members at consolidated colleges and Former UTCE faculty members at stand-alone technical colleges in a General Education credential field such as in Appendix C, part B.2, shall have part-time work assignment claiming rights as follows:

1. **Order of Claiming Part-time Work Assignments.** Current faculty members who are on layoff and have met the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years, may claim part-time work for which they are qualified in the following order:

- a. Unlimited full-time faculty members who are on layoff and hold the credential field or meet the system established minimum qualifications for the credential field.
- b. Unlimited part-time faculty members who are on layoff and hold the credential field or meet the system established minimum qualifications for the credential field may claim the part-time work at the college from which they are laid off, in seniority order.

2. **Notification to College Human Resource Designees.** No later than the effective date of layoff, the laid-off unlimited full-time faculty member shall file, with the human resources designee(s) at all colleges where s/he would accept part-time work for which s/he is qualified, a statement defining the minimum part-time work within that college s/he would accept. This statement shall remain in effect until such time as the faculty member submits documentation to the college human resources designee(s) at each college where he/she would accept part-time work that the system office has confirmed minimum qualifications for additional assigned field(s) and/or the faculty member announces a change in the statement above.
 - a. Subsequent to the effective date of layoff, the faculty member shall submit documentation required to meet minimum qualifications for claiming an additional assigned field(s), along with a letter identifying this as a request for approval of minimum qualifications for part-time claiming. The system office shall have twenty (20) calendar days after the receipt of the final documentation to complete the evaluation for minimum qualifications. Upon receipt of the written confirmation from the system office that the minimum qualifications have been met, the faculty member shall submit a revised statement to the respective college human resources designee(s) at each college where Part-time work would be accepted. Such revised statements will not be considered for the next term unless received by the college human resources designee at least ten (10) calendar days prior to the first day of that term. This ten (10) calendar day requirement may be waived at the sole discretion of the system office.

Those laid-off faculty members who have filed such statements shall be notified of all acceptable part-time vacancies for which they are qualified (either by holding the credential field(s) or receiving system office confirmation of having met system established minimum qualifications for additional credential fields). The faculty member may reject any part-time offer with no penalty. If the faculty member claims the part-time position, the faculty member shall not forfeit any unlimited faculty member rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off faculty members.

- b. Colleges shall notify faculty of claimable assignments forty (40) business days before classes begin, whenever possible. Faculty who are notified of claimable assignments at least forty (40) business days before classes begin shall notify the college whether they are accepting the assignment or not, within fifteen (15) business days of the offer being made.
- c. Faculty may claim up to twenty one (21) credits of work per semester. If a claimed assignment is subsequently canceled, the faculty may claim additional assignments up to a total of twenty one (21) credits.
- d. If a faculty member claims an assignment and additional work subsequently becomes available at his/her home campus, the faculty member may exchange the claimed assignments for the work assignments available at his/her home campus.

- e. If the college is unable to provide forty (40) business days' notice of claimable assignments, the faculty member shall have until ten (10) days before classes begin to accept offers of work in areas of claiming rights.
- f. The college human resources directors shall make every reasonable effort to make such offers in writing as soon as possible. The faculty member who accepts part-time work at one college will continue to have the right to accept offers from other colleges up until ten (10) days before classes begin. If a new section or a new course is added to the schedule within the ten (10) calendar days, then the faculty member on layoff must be contacted with the offer. The faculty member shall have the right to accept the offer, if possible, along with other offers already accepted up to twenty one (21) credits, but may not accept a new offer and cancel out of the previously accepted work, except to exchange assignments for work at their home campus, as specified above.

E. Claiming Part-time Work Assignments for Former UTCE Faculty at Consolidated Colleges and Former UTCE Non-General Education Faculty at Stand-alone Technical Colleges.

1. **Eligibility.** To claim part-time work assignments in accordance with the language below, the unlimited full-time faculty member must be employed at the time of layoff notice either in a non-general education credential field at a stand-alone technical college or at a consolidated college in a credential field the Bureau of Mediation Services order issued on January 14, 1999 placed in the former UTCE unit. (See Appendix A) An unlimited full-time faculty member who is issued a notice of layoff shall be provided the following part-time claiming benefits in lieu of those provided in Subd. 4.D above depending on meeting eligibility requirements. Except as noted in this subdivision, faculty members in former UTCE credential fields shall receive the same layoff benefits as all other faculty.

The faculty member shall hold claiming rights to part-time work only on his/her campus. To exercise these claiming rights, the faculty member must either hold the credential field for the work or meet system established minimum qualifications for the appropriate credential field and meet the recency requirement by updating his/her knowledge/skills or held an assignment(s) in that additional field within the last four (4) academic years.

Subd. 5. Sick Leave Liquidation Pay. The faculty member shall receive sick leave liquidation pay at the rate established at the time of layoff in accordance with Article 16 and may elect to receive it at any time during the four (4) year claiming period.

Subd. 6. Group Insurance. The faculty member shall receive Employer paid health, dental and basic life insurance for one (1) year. The coverage level will be the same, either single or family, as was in effect at the time of layoff. When the faculty member claims temporary work that would provide the full Employer contribution that year while on layoff, the employee may bank this benefit for a period of two years. If the faculty member successfully claims

temporary work that provides the full Employer contribution for two years, then the banking will not be permitted. If the faculty member claims temporary work that carries insurance eligibility but less than the full Employer contribution this benefit shall be used on a pro-rata basis to bring the contribution to the full Employer contribution. The faculty member will continue drawing this benefit until it is exhausted, or two (2) years elapses, whichever comes first.

Subd. 7. Reserving Full-time Vacancy Process. A faculty member who wishes to reserve a position must enter into a mutual agreement with the college president on an approved retraining plan. This plan must be designed to meet minimum qualifications for a vacancy at the college. Minimum qualifications are those contained in the policy for credential fields. Reservations may be made at any time during the notice period or during the four (4) year claiming period. The reservation is null and void if the retraining plan is not successfully completed within one (1) year. The Employer may fill the vacancy on a temporary basis until the beginning of the semester immediately following the completion of the retraining plan.

Subd. 8. Portability of Article 16, Section 4. Retirement Benefits. Faculty who meet the eligibility requirements of Article 16, Section 4, Subd. 1, and who are subsequently laid off and have claimed a vacancy or who subsequently voluntarily transfer to another Minnesota State college may have the right to continue the grandparented retirement benefits of the sending or receiving college in accordance with the “portability of retirement benefits from college-to-college” MOU dated January 26, 2005. (See Appendix F.)

Option B

Subd. 1. Lump Sum Payment. A faculty member selecting this option shall receive a lump sum payment of twenty thousand dollars (\$20,000.00).

A faculty member who selects this option shall, at the time of actual lay off, sever all employee rights including recall, claiming, and reservation rights.

Subd. 2. Sick Leave Liquidation Pay. The faculty member shall receive sick leave liquidation pay at the rate established at the time of layoff in accordance with Article 16.

Subd. 3. Contribution to Health Care Savings Plan (HCSP). The faculty member shall receive into their HCSP account an amount equivalent to the employer-paid portion of one (1) year of health, dental, and basic life insurance at the coverage level, either single or family, as of the effective date of layoff. This dollar amount shall be made in a single payment in the payroll period following the effective date of layoff.

Section 9. Faculty Transfers.

Subd. 1. Applying for a Permanent Transfer. A permanent transfer shall only be by mutual consent of the system office, the faculty member, and the MSCF. An unlimited full-time or unlimited Part-time faculty member who has not received a layoff notice and does not qualify to claim a vacancy and who is an applicant to fill an unlimited full-time vacancy shall be invited

for an interview and shall be considered for filling the vacancy, if s/he meets the system established minimum qualifications for the credential field of the vacancy at the time of the application. Unlimited faculty who apply for vacant positions shall do so by letter to the system office and the college human resources designee within the posting period. The system office shall notify the college where the vacancy is posted of those unlimited faculty who must be provided with an interview. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

Subd. 2. Transfer to a Temporary Position. When the college administration decides to post a temporary full-time position, an unlimited full-time faculty member may apply for a temporary transfer to such position. Unlimited full-time faculty members who desire to transfer to a posted temporary full-time vacancy shall do so in writing to the system office with a copy to the human resources designee at the college of the posted vacancy, within the timelines of the posting. The faculty member must hold the assigned field/credential field of the posted vacancy with a master's degree in the assigned field of the vacancy or if the posted vacancy requires a license field/credential field, the faculty member must meet system established minimum qualifications or hold the license field/credential field at the time of the application. The faculty member must also have been employed by the Minnesota state colleges for at least four (4) years. The college president of the receiving institution may require that the transferring faculty member has held an assignment in the credential field of the posted vacancy within the previous five (5) years. If the length of the temporary transfer(s) will exceed a total of three (3) academic years (years need not be consecutive), the faculty member must have the consent of the college president of the sending institution. The college president shall not deny consent prior to the consultation with the faculty member and the MSCF.

All eligible unlimited full-time faculty members who apply for such a temporary transfer shall be considered for the vacancy. The eligible faculty member with the greatest system seniority shall be granted the temporary transfer unless the administration can provide specific valid reasons to prevent the transfer. Other candidates will only be considered for the posted vacancy if no eligible, unlimited full-time candidate applies. Upon termination of the temporary position, the faculty member shall be returned to previous position. The faculty member shall retain and accrue seniority at the college from which the temporary transfer took place.

Subd. 3. Portability of Article 16, Section 4. Retirement Benefits. Faculty who meet the eligibility requirements of Article 16, Section 4, Subd. 1, and who are subsequently laid off and have claimed a vacancy or who subsequently voluntarily transfer to another Minnesota State college may have the right to continue the grandparented retirement benefits of the sending or receiving college in accordance with the "portability of retirement benefits from college-to-college" MOU dated January 26, 2005. (See Appendix F.)

Section 10. Involuntary Faculty Transfer. There shall be no involuntary transfers.

Section 11. Exchange Status. An exchange status of up to two (2) years shall be granted to a faculty member, upon application by the faculty member and approval by college presidents, for the purpose of participating in an exchange program. This status may be granted to faculty

members who have arranged to exchange positions within the Minnesota state colleges and to a faculty member who has arranged to exchange positions with a faculty member in a system other than the Minnesota State colleges.

The Employer shall continue its exchange faculty member under the system's salary schedule and all rights and privileges of that faculty member shall continue in effect during the exchange period.

Faculty members who exchange positions between colleges shall be carried on the payroll of the original college. The faculty member(s) shall be included in the hiring practices calculation at his/her original college.

ARTICLE 23

MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Teaching Materials. All teaching materials to be purchased by students shall be selected by the faculty member. However, teaching materials authored by a faculty member of the state's education systems including the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the faculty member, making such requests, reports. This requirement applies only to materials that would result in a profit for the faculty member.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of any faculty member, or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

Section 3. Academic Freedom. The Employer shall maintain and encourage full freedom, within the law, of inquiry, teaching and research. Each faculty member shall have the right to teach in an atmosphere of free intellectual inquiry and shall not be subjected to restraints or harassment that would impair teaching.

In the exercise of academic freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom. The faculty member may not, however, claim as a right the privilege of persistently discussing in the classroom any matter that has no relation to the course subject. There is an obligation to respect the dignity of others, to acknowledge their right to express differing opinions to foster and defend intellectual honesty, freedom of inquiry and instruction.

A faculty member must follow course outlines as developed by and with colleagues in the department(s). The faculty member shall have the right to freely discuss the faculty member's subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish. The faculty member is entitled to freedom in research and in the publication of the results, subject to adequate performance of other academic duties.