

APPENDIX C
UNIVERSITY OF SOUTH FLORIDA/UNITED FACULTY OF FLORIDA
GRIEVANCE

I. Date (Received by University) _____

GRIEVANT:	STEP 1 GRIEVANCE REPRESENTATIVE
NAME: Sherman Dorn	NAME: Sherman Dorn (for UFF)
COLLEGE: Education	MAILING ADDRESS: EDU162
DEPT: Psych & Social Founds	
OFFICE PHONE: 4-9482	OFFICE PHONE: 4-9482

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative. Other address to which university mailings pertaining to grievance shall be sent:

United Faculty of Florida -- University of South Florida Chapter
MHH 223
13301 Bruce B. Downs Boulevard
Tampa, Florida 33612

II. GRIEVANCE

(Note: This is a revised statement of the grievance originally filed June 1, 2005. Additions are underlined.)

Article(s) and Sections(s) of Agreement allegedly violated:

- 5.1, general affirmation of academic freedom
- 5.2, definition of academic freedom for employees
- 5.4, commitment of the university to foster a climate favorable to academic freedom

Statement of grievance (must include date of acts or omissions complained of):

1. On 6/1/05, the following restrictions on academic freedom were in the USF Computer Network Access Agreement (at <https://una.acomp.usf.edu/comp-agreement-static.html>):
 - a. "I will not ... use computing resources for private profit or, for promoting a religious or political group."
 - b. "I will not ... using [sic] facilities, including printers, for ... non-course-related work."
2. On 6/1/05, the following restrictions on academic freedom were in the USF user agreement for the WordPress blog site (<http://blog.usf.edu/register/> [as of June 13, 2005, at <http://blog.usf.edu/create-a-blog/>):
 - a. "I will not ... Use computing resources for private profit"
 - b. "I will not ... use computing resources for ... non-course-related work"

- c. "I will not ... publish information that is racially, ethnically, or otherwise offensive."
3. For purposes of analysis, I will consolidate statements 1b and 2b and consider them as a single restriction on the use of computer resources, whether of the USF network facilities generally or the blog installation. Similarly, I will consolidate the part of statement 1a referring to private profit with statement 2a.
 4. The restriction of material that is not directly tied to coursework (statements 1b and 2b) is a violation of academic freedom. Prohibiting anything that isn't directly course-related is both impractical and unwise. If taken literally, it would mean that students, staff, and faculty would be unable to discuss the academic environment of USF, USF athletics and student life, USF arts performances, ties they make between their programs and the outside world, their growing intellectual life, or even outside readings. If faculty took this prohibition strictly, they would not be able to discuss the academic environment of USF, their research, their professional service, institutional concerns, or ties between USF and the community. The USF website itself violates this prohibition through the inclusion of huge amounts of material that is not directly tied to coursework.
 5. The restriction of material that allegedly promotes a religious or political group (statement 1a) is a violation of academic freedom. Censoring communication and information that allegedly promotes religious or political viewpoints would prevent much of the university's work from being accomplished. If taken literally, this would prevent the chaplaincies at USF from operating, would prevent the organization of campus Hillel functions, would stop all e-mail of campus Green, Republican, and Democrat student groups, would entirely stop the whole department of Religious Studies from operating (because someone would interpret their activity as the promotion of religion), and would probably shut down about half of the scholarship e-mail on campus because someone would interpret it as the promotion of a political viewpoint.
 6. The restriction of material that is offensive to some unspecified individual(s) (statement 2b) is a violation of academic freedom. This may be well intentioned but is both unconstitutional and contradictory to the responsibility of universities to promote an intellectual culture of dialog rather than censorship. Apart from direct threats or harassment as described in a 2003 clarifying letter from the U.S. office of Civil Rights (see the July 28, 2003, "Dear Colleague" from Gerald A. Reynolds, U.S. Department of Education Assistant Secretary for Civil Rights), I am aware of no legal requirement of any university to monitor or suppress speech. In fact, one could say that one of the jobs of a university should be to discomfit students and others in important ways. To sanitize a university of offensive speech would be to prevent much of its work.
 7. The prohibition of network use for private profit violates academic freedom. Let me preface this discussion by pointing out that the Collective Bargaining Agreement already requires notice of compensated professional outside activities and already has provisions addressing potential conflicts of interest from outside activities and the use of university resources in outside activities. However, an absolute prohibition is inconsistent with academic freedom in three ways. First, it interferes with the teaching of courses where students are encouraged or required to participate in for-profit enterprises. Past practice shows evidence of these assignments in areas of the university as disparate as the College of Business Administration and World Languages. These are legitimate assignments in different areas of the university's curriculum. Second, it interferes with legitimate

professional service faculty can render to area businesses in *pro bono* consultation. This type of service is an important part of making community connections important to the university as well as the legitimate professional networking of faculty. Third, it forces faculty to violate this provision every time that faculty use e-mail or network resources to engage in work contracted between the university and for-profit enterprises. If enforced consistently, in addition, this provision would prevent technology-transfer agreements from ever being consummated, because it would prohibit e-mailing of drafts, discussions, work and invention descriptions, patent materials, and so forth.

Remedy Sought:

1. The elimination of the specified language from the computer user agreements described in this grievance
2. Collective bargaining to begin to discuss the appropriate parameters of network use for private profit.
3. References in computer user agreements to the guiding documents affecting academic freedom in computer networks: Article 5 of the 2004-07 United Faculty of Florida-USF Board of Trustees Collective Bargaining Agreement; USF Policy 10-050, Academic Freedom and Responsibility; and USF Rule 6C4-6.0021 (4) (p)

What is *not* an acceptable remedy is the substitution of similar language. In an e-mail on May 4, 2005, Associate General Counsel [redacted] suggested replacing the "publish information that is offensive" language as follows: "I would suggest that we change the word offensive to discriminatory. This change should make it clear that that the limit of free expression is not merely offensive expression but discriminatory expression." As I explained in a response the same day, prohibiting "discriminatory" speech is effectively a speech code, which is a violation of academic freedom (and has been struck down in other jurisdictions as a violation of the First Amendment).

(See page 2 for additional requirements)


III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

UFF _____
Legal Counsel _____
Myself _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Office of the Provost, ADM 226 on 6/22/07 by
(check one) mail (certified or registered, restricted delivery, return receipt requested)
____; **personal delivery** ; other (specify) _____.



Signature of Grievant
(Grievant must sign if grievance is to be processed.)

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, and the local UFF Chapter if grievant elected self-representation or representation by legal counsel.