

MEMORANDUM OF AGREEMENT made initially on the 21st day of May, 2010 between Charles Drew University of Medicine and Science and the faculty of Charles Drew University of Medicine and Science

This Agreement witnesseth that, in consideration of the mutual promises of the parties herein contained, the parties hereto respectively agree as follows:

ARTICLE 1: PURPOSES

Given that both parties desire to promote the welfare of the university and its faculty through a system of shared governance, the purposes of this Agreement are:

- to create or confirm the minimum rights and responsibilities, which The University shall recognize with respect to faculty members
- to provide reasonable protection from unilateral changes to approved policies and practices relating to terms and conditions of employment or affiliation of faculty members;
- to formalize the relationship between The University and The Faculty and to maintain conditions of support for The Faculty; and
- to accomplish the foregoing purposes, The University and The Faculty further agree to:
 - (a) recognize the importance of not derogating from or diminishing the existing rights of the individual faculty members;
 - (b) recognize the importance of not derogating from or diminishing the existing responsibilities of the individual faculty members;
 - (c) recognize the roles of the duly established bodies and groups within the University and;
 - (d) work within the framework and spirit of an agreement and relationship between The University and The Faculty that does not prevent individuals or groups from seeking and obtaining terms and conditions of employment or affiliation which they consider more favorable than those referred to in this Agreement.

In this connection, both The University and The Faculty wish to promote and maintain harmonious, collegial relationships within the university, and to provide a mutually acceptable means of settling differences that may arise from time to time.

ARTICLE 2: DEFINITION OF FACULTY

For the purpose of this document, the terms "faculty" and "faculty member" include a person affiliated with the university as Professor, Associate Professor, Assistant Professor, or Instructor, including a person holding an auxiliary appointment—in a Research, Clinical, Community, Lecturer, Adjunct, Emeritus or Visiting title—irrespective of whether or not that person is employed by the university in a compensated capacity. The following statement of Academic Freedom and attendant faculty Rights and Responsibilities apply equally to all faculty members.

ARTICLE 3: ACADEMIC FREEDOM AND RESPONSIBILITY

The University and The Faculty endorse academic freedom and responsibility as essential to attainment of the goal of the unfettered search for knowledge and its free exposition. Academic freedom and responsibility are fundamental characteristics of the University environment and are always closely interwoven and at times indistinguishable. Academic freedom and responsibility are the twin guardians of the integrity and quality of higher education. The University and The Faculty look to its faculty members to exercise their rights responsibly and to meet their obligations fully as professionals. Faculty acceptance of their responsibilities to students, colleagues, the scholarly community, and the public explains in great part why society historically has accepted the concept of academic freedom.

Within the framework of shared governance, The University and The Faculty also recognize that the university is not just a corporate body created by operation of law. It is also a community of individuals associated in activities related to thought, truth, and understanding. It must therefore be a place where the broadest possible latitude is accorded to innovative ideas and experiments, where independence of thought and expression are not merely tolerated but actively encouraged. Because thought and understanding flourish in a climate of intellectual freedom; because the pursuit of truth is primarily a personal enterprise, faculty responsibility must be strongly anchored to principles of intellectual freedom and personal autonomy.

ARTICLE 4: RIGHTS OF FACULTY

The rights of university faculty members are not fundamentally different from those of other members of society. The university, however, has a special autonomy, and reasoned dissent plays a particularly vital part in its existence. Therefore, there are faculty rights which owe their origin to the nature of the educational process. These rights are to be enjoyed by all faculty, including those who perform instructionally-related support tasks.

Section A. As citizens, all members of the faculty enjoy the same basic rights as do all citizens.

1. Among these basic rights are freedom of speech; freedom of peaceful assembly and association; freedom of political beliefs; freedom of religion; freedom from censorship; and freedom from personal force and violence, threats of violence, and personal abuse.
2. Each faculty member has the right to organize his or her own personal life and behavior, so long as it does not violate the law or agreements voluntarily entered into, and does not interfere with the rights of others or the educational process.
3. The faculty member's relationship with the University shall be free from unlawful or unjust action; for example, discrimination based on race, religion, gender, national or ethnic origin, age, or sexual orientation.
4. Each faculty member, subject to contractual agreement, has the right to enjoy the benefits of his or her creative work. The faculty member has the right to a clear written statement in advance of the extent to which the conditions of his or her employment restrict the enjoyment of those private benefits of his or her creative work, which are commonly referred to collectively as intellectual property rights and specifically as copy-right, patent rights, trademark rights, or licensing rights.

5. The faculty member has the right to a regular objective evaluation of his or her performance without regard to his or her political, social, or other views, unless directly related to academic professional merit, ethics, or responsibilities.
6. The faculty member has the right to a clear, careful, and complete outline, in writing, of the conditions and stipulations of his or her appointment at the time of that appointment i.e., contract, job description, and clearly defined workload.
7. The faculty member has the right to know in advance the causes, circumstances, and procedures which could result in his or her separation from employment.
8. The faculty member has the right to recourse if another faculty member is negligent, irresponsible, or represents the work of others as his or her own.
9. The faculty member has the right to pursue complaints and grievances against another faculty and any other officially-recognized member of the university according to established university policy and procedure.
10. The faculty member has the right to peer-driven academic due process which shall determine the validity of allegations against his or her professional behavior; the validity of the abridgment of faculty rights; or the resolution of disputes not resolved by less formal means. The procedures shall be structured so as to facilitate a reliable determination of the truth or falsity of charges, to provide fundamental fairness to the parties, and to be an effective instrument for the maintenance of professional standards.
11. The faculty member has the right to know in advance the range of penalties for violations of professional standards of behavior and of those regulations which govern the conditions of employment.
12. The faculty member is entitled to the right to privacy in offices and laboratories and in keeping of professional materials such as personal papers, emails, confidential records and effects, subject only to law and to conditions voluntarily entered into.
13. The faculty member is entitled to the freedom to hear, hold, and to study unpopular and controversial views on intellectual and public issues; to speak or act on behalf of the institution when authorized to do so; and to the right to hold public meetings, to post notices, and to engage in lawful demonstrations.
14. The above list of rights is not exhaustive.

Section B. As full members of the academic community of the university, faculty have rights based upon the nature of the educational process and the requirements of the search for truth and its free presentation.

1. Basic rights which devolve to university faculty members include freedoms of teaching, learning, conducting research, and publishing findings in the spirit of free inquiry; that is, basic rights include an atmosphere free from institutional orthodoxy and internal or external coercion, one where the expression of the widest range of viewpoints is encouraged. Free inquiry implies the right to make one's research findings public.
2. The faculty member has the right to participate in the shared governance of the university, including the formulation of institutional educational goals.
3. The faculty member has the right to be treated fairly, courteously, and professionally by students, colleagues, the department Chairs or Program Directors, and by all members of the University administration, and to be protected from arbitrary or capricious action on the part of any such persons.

4. The faculty member has the right to evaluation by faculty peers with respect to his/her appointment, retention, and promotion on the basis of criteria and standards developed and promulgated by the appropriate faculty units or faculty representative bodies.
5. The compensated faculty member has the right to fair and equitable remuneration and attendant benefits, if any, as dictated by university policy for the specific type of activity conducted on behalf of, and authorized by the university, and as commensurate with their rank, duties, performance, and professional stature.
6. The faculty member has the right to be heard, to be considered, and to regularized participation at all appropriate levels of the decision-making process about basic policy matters of direct concern to professional performance and status, and to press action on matters of concern by any appropriate means.
7. The faculty member has the right to know the policy of the university about indemnification of faculty members when they are acting in good faith within the scope of their employment and in performance of their authorized or assigned duties.
8. The faculty member has the right to a clear statement of academic freedom, faculty rights and responsibilities, and the mission and goals of the university.
9. The faculty member has the right to regular access to all information and policies which are used for administrative decisions, and which is not specifically restricted by law.
10. The faculty member has the right to form and participate in organizations that in his or her judgment are most appropriate for the purpose of faculty governance and the formation of intra- and inter-campus educational, faculty, and fiscal policies.
11. Individual faculty members have the right to determine the specific content and instructional methods in the courses they are assigned as long as they are linked with the course learning objectives. The collective faculty has the right to develop curricula and, within the appropriate discipline, the right to establish general course content by such means as course titles, definitions, outlines, and catalog descriptions; to set the requirements for degree completion; and to authorize the granting of degrees within the discipline.
12. The faculty member has the right, subject to contractual agreement, to institutional support in the pursuit of opportunities for faculty development.
13. Freedom from restriction to pursue academic and administrative responsibilities is a right of the faculty member.
14. The above list of rights is not exhaustive.

ARTICLE 5: RESPONSIBILITY OF FACULTY

Academic freedom also entails responsibilities. The faculty have both General Responsibilities and more specific duties and obligations as set forth below under: General Duties; Duties to Students; Professional Obligations; Academic Citizenship Obligations; other University Obligations; and other Outside Professional Obligations.

The following lists of faculty member responsibilities, duties, and obligations are not exhaustive.

Section A. General Responsibilities

For faculty members, the general elements of academic freedom responsibility include:

1. The responsibility to carry out teaching, research, and professional and public service duties in a professional manner and in keeping with university policy.
2. The responsibility, as teachers, to refrain as much as possible from introducing matters which are not consistent with their teaching duties and professional competence and which have no significant bearing on the subject matter of the course as approved under university procedures.
3. The responsibility to pursue excellence and intellectual honesty in teaching, research, and other creative endeavors and in service activities; and in publishing or presenting of research findings and creative works.
4. The responsibility to encourage students and colleagues to engage in free discussion and inquiry; and to evaluate student and colleague performance according to defined standards of the respective faculty of the various Colleges and Schools of the university.
5. The responsibility to work in a collegial manner with appropriate individuals and bodies to encourage the free search for knowledge, its free exposition, and the university's continuing quest for excellence.
6. The responsibility to differentiate carefully their official activities as faculty members from their personal activities as citizens, and when the situation warrants, to make it clear that when speaking as private citizens, they do not speak for the university.

B. General Duties

1. Faculty members must conduct themselves—in their interactions with other faculty members, administrators, staff members, students, and other university participants—in accordance with reasonable standards of professionalism. Examples of inappropriate behavior include but are not limited to: requiring the performance of inappropriate personal services; assigning tasks for punishment rather than for educational or job-related reasons; intentional disruption of teaching, research or administrative activities; and intentional neglect of necessary communications.
2. Faculty members must not discriminate against, harass, or impose prejudicial treatment upon other faculty members, staff members, students, or other university participants because of race, color, religion, national origin, gender, sexual orientation, gender identity/expression, country of citizenship, age, political beliefs, or disability status, or because of any other criterion or characteristic that is impermissible under applicable constitutional or statutory provisions. This injunction includes decisions or recommendations concerning admissions, employment, promotion, retention, grading, and other professional matters.
3. Faculty members must not intentionally violate and must otherwise comply with all current university policies and procedures—including any annual or as-needed filing requirements—on Conflict of Commitment and Conflict of Interest disclosures.
4. Faculty members must not intentionally violate and must otherwise comply with current university and all applicable state and federal regulations on release of proprietary or confidential data, including but not limited to EEOC, FOIA, and HIPAA restrictions and requirements.
5. Faculty members must not intentionally violate and must otherwise comply with current policies and procedures for faculty leave requests, limits, and other terms as established by the FMLA, the university, and its respective Colleges and Schools.

6. Faculty members must not intentionally violate and must otherwise comply with any and all other current university policies and procedures, rules and regulations.
7. Faculty members must comply with reasonable and appropriate instructions of their Chair, Division Chief, Program Director, Dean, vice president, president or other appropriate authorized university officer respecting the timely performance of their essential duties.
8. Faculty members must competently perform their responsibilities as teachers, scholars, and members of the university community. Decisions related to faculty member competence in the areas of teaching, scholarship, responsibility, service excellence and academic citizenship will be based on regulations and guidelines outlined in, and consistent with, relevant college or departmental criteria.

C. Duties to Students

Members of the faculty have the following specific responsibilities in connection with their teaching activities:

1. Faculty members are expected to remain current in their subjects, including their teaching and research skills.
2. Faculty members are expected to provide instruction in assigned courses at the regularly scheduled time, promptly beginning and ending each class. Failure to meet scheduled classes without prior notice to students is excusable only for reasons beyond the control of faculty members. Alteration of schedules, or cancellation or rescheduling of classes, may be done only for valid reasons and after adequate notice to students.
3. Faculty members are expected to remain available to their students in some capacity during the full course of their teaching terms as specified in the academic-year calendars established by their respective university Colleges or Schools.
4. Faculty members are expected to complete in a professional, timely and responsible manner all other teaching and academic assignments that they have accepted as, or which are a normal part of, their duties.
5. Faculty members shall engage in reasonable and substantial preparation for the teaching of courses assigned to them, consistent with their scope and nature and appropriate to the educational objectives they seek to achieve.
6. Faculty members must maintain regular office hours during which they are available for consultation with students, or otherwise assure their accessibility to students.
7. Faculty members must, at the beginning of a course, give reasonable notice to students of the general content of the course, what will be required of the students, and the criteria upon which their performance will be evaluated. Evaluations must be performed promptly, conscientiously, without prejudice or favoritism, and consistently with the criteria stated at the beginning of the course. The criteria for evaluating student performance must relate to the legitimate academic purposes of the course.
8. Faculty members must not misuse the classroom by preempting substantial portions of class time for the presentation of their own views on topics unrelated to the subject matter of the course. Where faculty members find it pedagogically useful to advocate a position on controversial matters, in the interest of academic freedom they must exercise care to assure that opportunities exist for students to consider other views. Faculty members

must not reward agreement or penalize disagreement with their views on controversial topics.

9. Faculty members must not use their position, authority, or relationship with students to obtain uncompensated labor for their own personal or pecuniary gain. They may not ask students to perform services unrelated to legitimate academic requirements of a course unless the student is adequately compensated for such services. Faculty members must not solicit gifts or favors from students. They must not accept gifts or favors where they have reason to believe that such a gift or favor is motivated by a desire to secure some sort of academic advantage.
10. Faculty members must not plagiarize the work of a student. Where a faculty member and a student work together, appropriate credit must be given to the student. Faculty members may not limit or curtail the right of a student to publish or otherwise communicate the results of their own scholarly activities.
11. Faculty members must not reveal matters related in explicit confidence by a student, except as required by law or university policy. Personal matters relating to a student must not be revealed by faculty members except to persons entitled to such information by law or university policies. Faculty members may, however, report their assessment of a student's academic performance and ability to persons making legitimate inquiry provided such disclosure is in accordance with the Family Educational Rights and Privacy Act ("FERPA").
12. Faculty members have the same duties to students in clinical and research settings, in distance learning, and in other non-traditional settings, as they do in the traditional classroom.
13. Any faculty member or university employee with authority to assign or recommend course materials for any course offered by the university shall do so based on sound academic values, without any prospect of personal financial gain.
14. Faculty members have a responsibility to give individual evaluations of student performance, include providing grades in the manner and within the deadlines specified by the University's academic calendar, doing so honestly, fairly, and without bias, using appropriate criteria and following stated procedures.
15. Faculty members have a responsibility to attend commencements, convocations, and other appropriate university activities as directed by their Chair, Program Director, Dean, or other appropriate university official.

D. Professional Obligations

1. Faculty members are responsible for insuring that approval has been obtained from the appropriate review committees prior to initiating or becoming involved in research that involves human subjects, vertebrate animals, radiation or radioactive compounds, use of recombinant DNA, biohazards, toxic substances, or any other material or activity covered by university, state or federal regulation.
2. Faculty members are responsible for monitoring ongoing research and teaching activities under their supervision to ensure that they continue to be conducted in accord with approved protocols. In addition, faculty must ensure that all personnel involved in such activities under their supervision are fully trained in accordance with relevant regulations.
3. Faculty members must avoid any form of misconduct in sponsored research, non-sponsored research, or other forms of professional activity. When reporting the results of

their research or professional activities, faculty members must be honest in the presentation of the data and in the description of the work. Misconduct is defined as fabrication or falsification of data and/or results, plagiarism, or other practices that seriously deviate from those practices that are commonly accepted within the research community for proposing, conducting, or reporting research. It does not include honest error or honest differences in interpretations of judgments of data and/or results.

4. Faculty members must not plagiarize or permit the appearance that they are the author of work done by others.
5. When faculty members are engaged in joint research or other professional efforts with colleagues, they must exercise reasonable care to discharge their agreed obligations.
6. Faculty members whose commitments to the university include research, publication, or other professional endeavors must exercise reasonable care to discharge their agreed commitments.
7. When faculty members serve as supervisors of the professional work of other persons, they must not exploit their position for personal or pecuniary gain.

E. Academic Citizenship Obligations

Faculty members have a responsibility to participate in a reasonable amount of academic and university service, as described in the workload policy of their College or School, regardless of their other contributions.

F. Other Obligations to the University

1. Faculty members must not purposely mislead the University by misrepresenting their qualifications as a faculty member or eligibility for University benefits.
2. Faculty members must not utilize their relationships with students or other university professional relationships, their status as a faculty member, or their access to university facilities and services, in a manner which involves or is part of a course of conduct constituting knowing participation in a criminally punishable violation of law and which is likely to interfere substantially with effective fulfillment of university functions or obligations.
3. Faculty members must avoid exploiting the university name or their own relation with the University for personal reasons that are unrelated to their legitimate academic or professional activities. They must not intentionally create the impression, in public appearances or statements, that they are representing the university, unless in fact, they are explicitly authorized to do so.
4. Faculty members must not misappropriate University property. They must not knowingly use university property in violation of state or federal law. They must not use university property or facilities for pecuniary gain, or for personal advantage, if the use of such property or facilities has no legitimate relationship to their academic service. Professional activities which serve to maintain or improve a faculty member's academic skills and which do not violate University restrictions on outside activities, have a legitimate relationship to their academic service.
5. Faculty members must not maliciously destroy University property, purposefully disrupt university programs, purposefully inflict physical injury on other persons on campus,

purposefully interfere with the legitimate activities of other persons on the university campus, or maliciously incite others to do so.

6. Faculty members must comply with current university regulations restricting the amount of time that they may spend on non-university commitments, outside consulting, or other non-university employment.
7. Faculty members may be subject to discipline for violation of the Drug-Free Workplace Policy.

G. Other Outside Professional Obligations

1. All members of the faculty are expected to belong to, and participate in the affairs of appropriate professional and educational associations and societies in their respective fields and disciplines.
2. To the extent possible, members of the faculty are expected to deliver papers at meetings of professional and educational organizations and to contribute to professional and educational journals and publications at reasonable intervals. Within the limits of applicable budgets, the Chair of a Department or a Program Director may authorize such active participation of a faculty member in the meetings of an important society. Requests for such travel must be made in due time and must be accompanied by an estimate of cost so that the Chair or Program Director may have opportunity to consider the budget. All expense accounts for authorized trips, itemized and accompanied by receipts, should be submitted through the Chair or Program Director to the appropriate office of the university for payment. Similar approval must be obtained in cases of travel chargeable to grants or contracts.
3. A regular full-time faculty member shall not accept regular or part-time employment as a full- or part-time teacher during the academic year in another institution, without the approval of the department Chair or Program Director and the appropriate Dean(s).
4. Faculty members may serve as consultants. Such consultation or other remunerative occupation outside the University, however, should not exceed the bounds of current University policy and must not be undertaken without the approval of the department Chair or Program Director and the appropriate Dean(s).
5. Traditional scholarly activities such as, but not limited to, service on study sections and review panels, delivery of academic seminars, the review, presentation or writing of scholarly papers, and service on editorial boards, is considered part of the routine academic duties of faculty members. No advance review is required for activities of this type so long as they do not conflict with other faculty duties. Major and ongoing extramural academic commitments that are expected to require commitment of university resources and/or to conflict with other faculty duties, do require advance consultation and agreement with the department Chair or Program Director, the Dean, and other appropriate administrative officer(s), to assure that teaching, research, mentoring, and committee and other school and University obligations will be met.
6. When faculty members use university equipment or facilities in professional work for clients outside the university, the university shall be compensated for the actual burden, including direct costs, borne by the University for such use, and such compensation shall be at a rate determined by the Chair of the Department or Program Director and the Dean of the College or School in question, or by other officials of the university who are authorized to oversee such matters.

ARTICLE 6: CHANGES TO AGREEMENT

Changes or amendments to this Agreement may be made by mutual consent of the parties at any time.

ARTICLE 7: COPIES OF AGREEMENT

The University agrees to provide all faculty members with a copy of this Agreement and any amendment(s) that may be made thereto.

ARTICLE 8: NEWLY APPOINTED FACULTY MEMBERS

The University agrees to inform all newly appointed faculty members that this Agreement is in effect, and to distribute to them a copy of this Agreement at the same time and as part of the other documents provided regarding the terms and conditions of employment and/or affiliation appointment.

ARTICLE 9: CORRESPONDENCE

All formal notices between the parties arising out of this Agreement or incidental thereto shall pass to and from the President of the University and the President of the Academic Senate.

ARTICLE 10: TERM OF AGREEMENT

This Agreement shall continue in full force and effect until 11:59:59 PM on June 30, 2012, and thereafter automatically renew itself beginning on 12:00:00 AM July 1, 2012 for periods of five (5) years unless either party notifies the other in writing, in the period from December 1 to December 5, inclusive, prior to any expiry date, that it desires to terminate this Agreement.

ARTICLE 11: ENTRY INTO FORCE

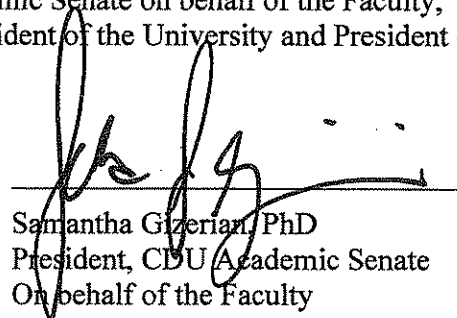
This Agreement shall enter into force upon signature by the President of the University on behalf of the University and by the President of the Academic Senate on behalf of the Faculty, following ratification of the Agreement by the President of the University and President of the Academic Senate.



Keith Norris, MD
Interim President, Charles Drew University
On behalf of the University



Date



Samantha Gizerian, PhD
President, CDU Academic Senate
On behalf of the Faculty



Date