## ARTICLE XXV

UNIVERSITY RESPONSIBILITY FOR LEGAL DEMANDS ON BARGAINING UNIT MEMBERS

The University shall ensure effective legal and other representation and indemnification in the first instance for any bargaining unit member named or included in lawsuits or other extra-institutional legal proceedings arising from the discharge of institutional or other related professional duties or in the defense of academic freedom at the University. Such representation and indemnification shall:

1. Include all stages of such legal action, threatened or pending, in a judicial or administrative proceeding, and all aspects of the use of compulsory service up to the first appellate court above the trial court, whether or not the bargaining unit member is a party in the proceeding.
2. Include effective legal representation of the bargaining unit member’s interests, either by the University’s regular counsel or by counsel specifically retained by the University, or counsel provided by an insurance carrier with due attention to potential conflicts of interest.
3. Be applicable whether or not the University is also named or included in the legal action.
4. Provide for all legal expenses, for all other direct costs and for court judgments and settlements.
5. Cover wrongful acts, where "wrongful acts" means any actual or alleged error, omission, act, or breach of duty in the discharge of duties to or on behalf of the University or any related professional duties. “Wrongful acts” include, but are not limited to unlawful discrimination or violation of civil rights; sexual harassment; failure to hire or promote; denial or removal of tenure; constructive discharge; breach of an individual employment contract; unlawful discrimination in the terms and conditions of employment; failure to grant due process; educational malpractice or failure to educate; negligent instruction; negligent coaching; failure to supervise; inadequate or negligent academic guidance or counseling; improper or inappropriate academic placement or discipline; invasion of privacy or humiliation; infringement of copyright, trademark, or patent; plagiarism or idea misappropriation; oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services, including such publication in a book, newspaper, or other publication, or broadcast over a radio, cable or television station; negligent coaching, athletic guidance or counseling; improper athletic placement or discipline; or scientific misconduct.

However, coverage does not include any wrongful act committed by a bargaining unit member with the knowledge that it was unlawful or with the intent to harm or injure if a judgment or final adjudication establishes such knowledge or intent. (By “intent to harm” is meant not only that the act was intentional, but also that the individual intended to cause the harm or injury.)

1. Include the full cooperation of the bargaining unit member with the University and with counsel provided by the University, including but not limited to providing the University with reasonably timely notice of any claim or threatened claim to the Associate Provost.
2. Not involve any settlement of any claim without the express agreement of the affected bargaining unit member. If the bargaining unit member refuses to consent to a reasonable settlement that the University recommends, the University shall be responsible only for the amount of damages the claim could have been settled for and for defense costs incurred up to the date of such refusal.

The University at its expense shall provide effective legal and other representation to legally resist compulsory legal demands for intrusive, disruptive, or confidence-breaking disclosures involving a bargaining unit member's work products produced in the discharge of his/her University duties. Such resistance shall continue until all legal remedies at least up to the first appellate court above the trial court have been exhausted. In cases where the University possesses the subject data or has the physical capacity to respond directly to compulsory legal process involving a bargaining unit member's work product, the University shall actively enlist the participation of the bargaining unit member in resisting disclosure and shall refuse to make any such disclosure or to surrender any such work product until all legal remedies up to the first appellate court above the trial court for the protection of the material have been exhausted.