MEMORANDUM OF AGREEMENT

Between

THE UNIVERSITY OF KANSAS

And

UNITED ACADEMICS OF THE UNIVERSITY OF KANSAS, AFT-AAUP, AFL-CIO

April 15, 2026 through April 15, 2029

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The Table of Contents of the Agreement has been amended to reflect page numbering discrepancies and article title alignment (4.30.26).

Article 1: Recognition

Pursuant to the Certification of Representative and Order to Meet and Confer entered by the Kansas Public Employee Relations Board on May 3, 2024, United Academics of KU, AFT-AAUP, AFL-CIO is the exclusive bargaining representative for the bargaining unit, described as: Faculty and Unclassified Academic Staff with academic or research responsibilities, whether tenure track or non-tenure track, full time or part time, for the purpose of meeting and conferring with respect to grievances and conditions of employment.

Pursuant to the May 3, 2024 PERB Order, the following are excluded from the unit: Supervisory employees as defined by K.S.A. 75-4322(b), elected and management officials as defined by K.S.A. 75-4322(e), and confidential employees as defined by K.S.A. 75-4322(c). With respect to those bargaining unit employees holding director positions, the parties agree that the job titles of Director and Division/Area Director are considered supervisory employees as such positions supervise other members of the bargaining unit and are accordingly excluded from the bargaining unit. Employees who hold the job titles of Assistant, Associate and Program Directors, do not supervise other bargaining unit members and are included within the bargaining unit.

Article 2: Purpose

The intent and purpose of this Agreement is to promote a sound and mutually beneficial relationship between United Academics of KU, on behalf of the bargaining unit members, and the Employer within the framework provided by the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq. ("PEERA"). In accordance with this intent and purpose, this Agreement is intended to establish and make clear the wages, hours, terms, and conditions of employment of bargaining unit members as allowed under applicable law; to further members' pursuit of excellence, innovation, and collaboration; and to ensure the success of the University of Kansas' mission to educate leaders, build healthy communities, and make discoveries that change the world.

Article 3: Parties to the Agreement

This Memorandum of Understanding is entered into by and between the University of Kansas and the Board of Regents of the State of Kansas (hereinafter collectively referred to as "Employer," "University," or "KU") and United Academics of the University of Kansas, AFT-AAUP, AFL-CIO ("United Academics of KU," "UAKU," "Union").

Article 4: Availability of Agreement

Within thirty days of ratification, the Employer will post the Agreement on the Office of Faculty Affairs website in a print-ready and full-text searchable format and notify United Academics of KU of its posting. Upon ratification of this inaugural Agreement, the Employer and UAKU will each notify current bargaining unit members how to access the Agreement. If the Employer changes the location of the Agreement, the Employer will provide immediate written notice to the Union.

Article 5: Notices

Unless otherwise provided in this Agreement, the Employer and United Academics of KU will send all customary or required notices or communications by email. The parties shall be required to inform one another of the appropriate representatives to receive communications and to provide e-mail addresses for such representatives. If the contact information for either party changes, they will notify the other party as soon as reasonably possible.

Article 6: Dues Deduction

Section 1: Authorization

An employee may elect to authorize the Employer to deduct dues from their paycheck upon written request submitted to the State of Kansas Department of Administration on form DA-193 – Authorization for Payroll Deduction Employee Organization Membership Dues. Authorized membership dues deduction shall become effective in the first payroll period following the agency's processing of a properly completed DA-193 form and shall continue each bi-weekly period thereafter until duly revoked.

A direct deposit authorization shall remain valid until written notice of cancellation is provided by the employee to the Employer. Dues deducted are not eligible for refund. UAKU will receive notification of cancellation through the State of Kansas Department of Administration reporting.

Dues authorization terminates at the time of official separation/termination of employment and will require a new deduction form to be submitted through the State of Kansas Department of Administration at the time of rehire if desired by the employee.

Section 2: Notice of Rates

UAKU will follow the State of Kansas Department of Administration process to establish and/or change the dues rates. The State of Kansas Department of Administration will notify the employer (University of Kansas) of any rate changes which will be implemented by the beginning of the next available pay period. Dues deducted from participating employees will be reflected in the pay advice issued.

Section 3: Remittance

All deductions shall be transmitted to the Union in the first payroll period following the Department of Administration's agency's processing of a property completed DA-193 form and shall continue each bi-weekly period thereafter until duly revoked.

Article 7: Labor-Management Meetings

The Employer and the Union agree to hold regularly scheduled Labor-Management meetings at mutually agreed upon times, through their designated representatives. The purpose of these meetings shall be to discuss anything relevant to the relationship of the two Parties.

During the first twelve (12) months following ratification of this Agreement, the parties agree to meet at least every ninety (90) days. Thereafter, such meetings will be held at least once each Fall, Spring, and Summer term. Additional meetings may be scheduled or canceled by mutual agreement. A mutually agreeable place and time shall be established for any meeting called.
The number of representatives shall not exceed eight (8) per party, except by mutual agreement of the parties.

The parties will exchange agendas at least two (2) business days prior to a regularly scheduled meeting.

Article 8: Union Rights

Section 1: Use of Facilities. UAKU and its members may use available university facilities. UAKU is responsible for ensuring availability and making necessary arrangements by using the KU Office of the Registrar's room reservation form.

Section 2: Notice of Officers. UAKU will advise the Employer, in writing, of all elected officers and alternates who have been designated by the union and of the effective date(s) of such designation. UAKU shall advise the Employer of any changes within a reasonable time, preferably within fourteen (14) business days of any election or appointment.

Section 3: Communication. UAKU shall have the right to communicate with its members and the members of the bargaining unit, and such members have the right to communicate with each other directly. UAKU and its members shall be permitted reasonable use of university telephones, computers, email accounts, and other information technology for these purposes. Such use should be in accordance with the University's Acceptable Use of Electronic Information Resources policy: https://policy.ku.edu/IT/AcceptableUse.

Section 4: Orientations. UAKU shall have the right to make a presentation of approximately ten (10) minutes and distribute information at the end of orientations that include new bargaining unit members.

Section 5: Reasonable Time. Designated UAKU representatives including elected officers and department or unit-level stewards shall be granted reasonable time during their regular work hours for:

a. Handling grievances and other workplace complaints on behalf of UAKU;
b. attending investigatory meetings and/or due process hearings involving represented employees;
c. participating in collective bargaining sessions, or meetings, appeals and hearings within the grievance procedure, administrative hearings before PERB related to UAKU or its collective bargaining agreement;
d. attending labor-management meetings; and
e. providing information to newly hired employees at employee orientations.

Section 6: Conferences

The Employer will provide a total of ten days of leave per year for use by designated bargaining unit faculty or academic staff members for the purpose of attending conferences, trainings, or other programming sponsored or endorsed by UAKU. UAKU may designate no more than two (2) bargaining unit members for eligibility for leave under this Section. Leave taken pursuant to this section will not impact pay.

Section 7: Stipend – Union Activity

(a) Two stipends of $9,000 per academic year shall be granted for use by the elected officers of UAKU. The stipends may be used to purchase releases for course or professional performance of such officers. For purpose of this provision, a release shall be valued at $4,500. Officers intending to utilize a stipend to fund a release must provide their Unit, Office of Faculty Affairs, and Human Resources notice of such intent at least three (3) months before the commencement of the semester of the release.
(b) No more than two bargaining unit members from any unit, nor more than one bargaining unit member per fifteen bargaining unit members per unit, shall be granted a release at any one time.
(c) At its discretion UAKU may purchase additional time per year at the same rate, up to $13,500 equivalent to three releases. Releases shall follow guidelines in a) and b). Additionally, no more than 2 of the additional releases shall be used within the same college/school/library.

Section 8: Bargaining Unit Data.

The University shall provide information about all members of the bargaining unit on the first business day of each month. This information will be provided at no cost to UAKU and in a mutually agreeable format. The list shall include the following information, unless it is not applicable or not available to the University:

a. First name (legal name and preferred name in use by the faculty member)
b. Last name (legal name and preferred name in use by the faculty member)
c. Middle name or initial (if provided)
d. Year of birth
e. Unique ID number (consistent over time for each Employee)
f. Position Number
g. Job title
h. Job Code
i. Supervisor's name
j. School or college
k. Area of responsibility (Number and Name)
l. Location
m. KU assigned e-mail address and personal e-mail address (as available)
n. KU assigned phone number and personal phone number (as available)

o. Current mailing address on file
p. Status as to the following classifications:
    1. Employment Classification (e.g., A-Unclassified Academic Staff)
    2. FLSA Status (e.g., Professional)
    3. Employment Status (e.g., Regular or Temporary)
    4. Tenure Status (e.g., TEN-Tenure, NTK-OnTrack, NA)
    5. Contingent Upon Funding
q. Original hire date
r. FTE
s. Rank and effective rank date
t. Pay Group (e.g., LFC, LCT, CUX, CUN)
u. Biweekly Base Rate
v. Annualized base rate compensation
w. Job status (Leave or Active)
x. For non-tenure appointments
    1. Effective date of current appointment
    2. Expiration date of current appointment

Article 9: Management Rights

The University and the Board of Regents shall retain and reserve all rights, powers and authority vested in them to manage the University, except as limited by applicable law and by this Agreement. The right to manage shall include but not be limited to the right to:

a. direct the work of bargaining unit members;
b. hire, appoint, promote, grant tenure, transfer, train, assign and retain employees in positions within the University;
c. discipline, suspend, or discharge employees for proper cause;
d. relieve employees from duties or non-renew appointments because of lack of work, lack of funds, or for other legitimate reasons, as described and in accordance with the processes in this agreement;
f. take actions as may be necessary to carry out the mission of the University in emergencies;
g. determine the methods, means and personnel, by which operations are to be carried out and determine the size and composition of the work force;
h. determine the mission and goals of the University, its schools, departments and programs and the method and means necessary to fulfill the mission and goals;
i. determine degree programs and requirements, course offerings, schedules and format, and all other academic standards, policies and procedures;
j. establish reasonable work rules;
k. set standards, qualifications and performance expectations;
l. plan, govern, and control the University as permitted by law;
m. promulgate and/or amend any and all policies, rules, regulations, directives, and orders provided such are not in conflict with this MOA;

n. determine the control and use of University buildings, property, material and equipment; and,

o. operate the University in accordance with all applicable federal and state laws.

The foregoing enumeration of the management rights of the Employer shall not be determined to exclude other rights granted by state or federal law. Further, this agreement is not intended to supersede any subject controlled by state or federal law, or to deny employees of the University of any rights afforded to them by statute except as expressly waived by the terms of this agreement.

The management rights referenced above do not constitute a waiver of UAKU's right to meet and confer over grievances and conditions of employment as required by State law.
Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at the University of Kansas, including the Faculty Senate and University Senate, from exercising their rights to recommend policies and practices regarding the operation of the University of Kansas.

Article 10: Public Service Loan Forgiveness

Notice of Eligibility

The employer will make available on its HR website general information regarding the Public Service Loan Forgiveness (PSLF) Program to enable employees to enroll in the program, as eligible.

At least once each academic year, the employer will provide written notice to all bargaining unit members, informing them of the PSLF program on the KU's HR website. Information will also be provided to new employees during new employee orientation. Additionally, this information will be provided upon an employee's request by HR when contacted.

Completion of Forms

The employer shall accurately complete the appropriate section(s) assigned to the employer within the PSLF form. The employer will complete a hard copy and/or a digital copy of the form, as requested by the employee and, in the case of digital submission, the employee will promptly and correctly submit the required information in compliance with the requirements of the digital system currently accepted by the federal government.

Information to UAKU

The employer shall reference the union as a resource during the notification process.

Article 11: Academic Freedom and Responsibility

Academic Freedom applies to all members of the bargaining unit.

UAKU and the University recognize that academic freedom is necessary for all bargaining unit members to do their jobs. Academic freedom includes the right to freedom of inquiry, expression, and assembly. Academic freedom has three facets, characterized in the AAUP 1940 statement as: "freedom in research and in the publication of results," "freedom in the classroom" in the discussion of the subject, and freedom "from institutional censorship and discipline" when a member "speaks or writes as a citizen."

The University has long recognized academic freedom in its policies. Existing academic freedom guidelines can be found in the Faculty Code of Rights, Responsibilities, and Conduct (Right I of Article III) and The Faculty Senate Rules and Regulations (including 6.1.2 and 6.1.2.1), which themselves subscribe to the AAUP 1940 statement on Academic Freedom and Tenure with 1970 Interpretive Comments.

Academic freedom protects the rigor of research, discovery, creative and teaching activities by which disciplinary researchers and scholars evaluate progress in their pursuit of fact and truth, and supports the advancement of knowledge by protecting the ability of faculty and academic staff to assess the merit of knowledge claims based on standards set among scholars in their respective disciplines.

Academic freedom does not relieve the faculty or academic staff from obligations to conform to the requirements and policies of the Board of Regents, university and specialized accreditors, the University, the academic unit, or the discipline. Such matters include but are not limited to course coverage or content, research methods and safeguards, or class requirements. Faculty and academic staff are subject to the responsibilities set forth in the Faculty Code of Rights, Responsibilities, and Conduct, including the obligation to teach courses in their department / school in accordance with the needs, requirements and expectations of the unit and the general requirements concerning the conduct of classes specified in various University regulations.

The AAUP Statement on Academic Freedom and Tenure recognizes that the public may judge faculty members' profession and institution by what they say. Faculty and academic staff should therefore endeavor to be accurate, restrained, and respectful of other opinions.

APPLICATION

Section 1: Scholarly, Professional, and/or Creative Work. Bargaining unit members are entitled to academic freedom in their scholarly, professional, and/or creative work. Members have the right to access and acquire information and materials relevant to their expertise and/or professional capacities and they have the right to disseminate the results of their work.

Section 2: Teaching and Educational Activities. Bargaining unit members have the academic freedom to teach and engage, both in and outside of their institutional locations, such as classrooms, laboratories, museums, and libraries. This freedom includes the examination of controversial issues when such issues are germane to the subject matter of the course a bargaining unit member is teaching or the educational activity in which they are engaged. This freedom includes but is not limited to the selection of instructional materials and course content, the assessment of student performance, and the planning and implementation of programs for the

public. These rights are subject to established oversight of collections, curriculum, and instructional materials within units, departments, programs, museums, or libraries. They are also subject to KBOR policy, university policy, state, and federal law, as well as other regulations such as accreditation rules.

Section 3: Personal Expression. The Employer shall not attempt to control the personal opinion of, nor the public expression of that opinion by, any bargaining unit member. When speaking in their personal capacity, bargaining unit members have the right to the same freedom of expression as other individuals regarding political rights and privileges, without fear of institutional censorship, reprisal, or discipline.

When bargaining unit members speak or write in their personal capacity, they may identify their university affiliation so long as in doing so they do not state or imply any university sponsorship or endorsement. Nothing in this section, however, shall obligate the University to provide support, public or private, for bargaining unit members expressing their personal opinions or engaging in other public expression in their personal capacity.

Article 12: Shared Governance

The parties recognize and support the role of shared governance bodies at the University. This Agreement is not intended to limit bargaining unit members' role in governance as provided by University, school, regional campus, library, department and other academic unit policies and bylaws. The parties subscribe to the principles and standards of shared governance as defined and articulated by the AAUP Statement on Government of Colleges and Universities (a joint formulation of the American Association of University Professors, the American Council on Education, and the Association of Governing Boards of Universities and Colleges), the 1969 Kansas Board of Regents charter of governance bodies, and the shared governance bodies of the university—Faculty Senate, University Senate, and their committees.

All faculty and academic staff have a right to participate in shared governance institutions at KU, as described in the governing documents of those institutions.

The Kansas Board of Regents is created by Article 6 of the Kansas Constitution and is empowered by the Kansas Legislature. The Board is responsible for the control, supervision, and operation of the state universities in Kansas. Subject to the policies, rules and regulations of the Board of Regents, the chief executive officer of the University of Kansas shall administer the affairs of the university. The Board of Regents holds the chief executive officer responsible and accountable for all university operations.

The Board of regents by the adoption of a charter granted March 20, 1969: (1) approved the University Senate Code; and, (2) chartered the bodies identified in said Code, including University and Faculty Senates. The jurisdiction of University Senate is defined in the University Senate Code at Article I, Section 8. The jurisdiction of the Faculty Senate is defined within the University Senate Code at Article II. Faculty Senate: Structure and Functions; Section 5. Functions and Powers; Section 2.5.2. The University agrees to follow all procedural processes which have an effect upon the terms and conditions of employment for employees within the bargaining unit as provided

within the University Senate code, University Senate Rules and Regulations and Faculty Senate Rules and Regulations. Grievances alleging that the University failed to follow such procedures shall begin at Step Three of the grievance process outlined in Article 22 (Grievance and Arbitration).

UAKU, as the elected bargaining representative for faculty and academic staff at the University of Kansas Lawrence and Edwards campuses, retains the exclusive right to meet and confer with respect to grievances and conditions of employment as defined respectively at K.S.A. 75-4322(u) and (t) for the members of the bargaining unit.

Article 13: Financial Exigency

Except where altered by this article, in the event that the Employer intends to declare financial exigency, the Employer will follow University Policy and Procedures Concerning Financial Exigency (USRR Article VII). Where this article conflicts, this article takes precedence. Provided that the procedures in Article VII and this Article are followed, the following substantive determinations are non-grievable: (1) the determination by the Chancellor as to the existence of a financial exigency pursuant to USRR 7.2.1; (2) the determinations of the Chancellor at the unit level pursuant to USRR 7.2.2; (3) the outcome of the appeals process laid out in 7.2.3.2 through 7.2.3.5; and (4) the outcome of the appeals process laid out in 7.3.3.3 through 7.3.3.5.

All grievances alleging that the University failed to follow the procedures within Article VII of USRR shall begin at Step 3 of the Grievance and Arbitration process outlined in Article 22 (Grievance and Arbitration).

Prior to the release of any individual faculty member, the process within USRR 7.2.3.1 shall be followed. Specifically, the Chancellor shall consult with faculty, students and administrators of a designated unit as well as UAKU in arriving at the determination of which individual faculty unit members are to be released. Such consultation shall in all cases include consultation with individual faculty members and their Union representative before they are designated for release. The principal criterion shall be the ability of the unit to carry out its teaching, research and service mission most effectively.

Bargaining unit members to be released shall be given every opportunity to relocate internally, and all units throughout the University shall make every effort to assist released bargaining unit members to be relocated internally. As an alternative to the release of any faculty member due to financial exigency, the parties may agree upon a plan for fractional appointment pursuant to USRR 7.2.2.6 and 7.2.2.7.

Bargaining unit members are afforded union representation rights in pursuit of any appeal of the Chancellor's decision to release a tenured–bargaining unit member pursuant to USRR 7.2.3.2 through 7.2.3.5.

To ensure that UAKU is apprised of all proceedings relating to financial exigency, University Administration will copy UAKU on all University Administration required notices under USRR Article VII.

Severance

If tenured faculty and unclassified Academic Staff who have been promoted to be released cannot be relocated within the University, the Chancellor shall communicate in writing the decision and the reason for it to such designated individual(s), with a copy to UAKU, at least one full year before the effective date of release.

If pre-tenure faculty and Unclassified Academic Staff who have not been promoted to be released cannot be relocated within the University, the Chancellor shall communicate in writing the decision and the reason for it to such designated individual(s), with a copy to UAKU, in accordance with FSRR 6.4.3.1.

If non-tenure bargaining unit members with one (1) or more years remaining on their current appointment to be released cannot be relocated within the University, the Chancellor shall communicate in writing the decision and the reason for it to such designated individual(s), with a copy to UAKU, at least six months before the effective date of release.

Reinstatement of Bargaining Unit Members

After emergence from financial exigency, bargaining unit members who are reinstated will return at the same or higher rank as they held prior to financial exigency. If no such position exists, at the bargaining unit member's election, the member may express interest in placement within other available positions which are not at the same or higher rank, job classification, and salary within the University. The reinstatement rights of released, tenured faculty members due to Financial Exigency shall be in accordance with USRR Article VII, Section 7.3.3. Faculty members who claim that their reinstatement rights have been infringed shall have the right to Union representation in any appeal to the Faculty Rights Board pursuant to USRR Section 7.3.3.3 through 7.3.3.5.

Article 14: Academic Program Discontinuation

In the event that academic programs are discontinued, the employer must act in accordance with USRR Article VIII, the Policies and Procedures Regarding Academic Program Discontinuance (USRR), except as altered by this agreement. Provided that the procedures in Article VIII are followed, the following substantive determinations are non-grievable: (1) the determination by the Chancellor that an active academic program will be discontinued pursuant to USRR 8.2; (2) the determination of the Chancellor that an inactive academic program will be discontinued pursuant to USRR 8.3; (3) the outcome of the appeals process laid out in USRR 8.4.4 through 8.4.6; (4) the outcome of the appeals process laid out in USRR 8.4.7.

All grievances alleging violations of this article shall begin at Step Three of the Grievance and Arbitration process outlined in Article 22 (Grievance and Arbitration).

Relocation of Bargaining Unit Members Due to Program Discontinuation

Before a required notice of the intent to dismiss is given, every reasonable effort shall be made to place the bargaining unit member in another suitable position at the same or higher rank, job classification, and salary within the University. If no such position exists, at the bargaining unit member's election, the member may express interest in placement within other available positions which are not at the same or higher rank, job classification, and salary within the University.

If placement in another position would be facilitated by a reasonable period of retraining, financial and other support for such training will be provided by the Employer.

Termination Not for Cause Due to Program Discontinuation

Dismissal of an appointment with continuous tenure, or of a probationary or specified appointment before the end of a specified term, may occur as a result of Program Discontinuance. Such a dismissal shall be in accordance with USRR Section 8.4.

The Provost, upon the recommendation of the appropriate Dean, shall recommend to the Chancellor which faculty members within the discontinued program are to be dismissed. Before making a recommendation to the Chancellor, however, the Provost shall permit a faculty member recommended for dismissal by the Dean in consultation with their UAKU representative to submit to the Provost in writing reasons and evidence why the recommendation of the Dean was biased or inappropriate.

A bargaining unit member or UAKU may appeal a dismissal due to academic program discontinuation in accordance with USRR Sections 8.4.4, 8.4.5 and 8.4.6. Bargaining unit members are afforded union representation rights in pursuit of any such appeal.

Grievances alleging that the University failed to follow the procedures outlined in USRR Section 8.4 shall begin at Step Three of the Grievance and Arbitration process outlined in Article 22 (Grievance and Arbitration).

To ensure that UAKU is apprised of all proceedings relating to academic program discontinuance, University Administration will copy UAKU on all University Administration required notices under USRR Article VIII.

Reinstatement of Bargaining Unit Members

The reappointment rights of dismissed bargaining unit members due to Academic Program Discontinuation shall be in accordance with USRR Article VIII, Section 8.4.7. Grievances alleging violation of reinstatement rights shall begin at Step Three of the Grievance and Arbitration process outlined in Article 22 (Grievance and Arbitration). Faculty members who claim that their reappointment rights have been infringed shall have the right to Union representation in any appeal to the Faculty Rights Board pursuant to USRR Section 8.4.7.

Article 15: Appointments

A. Faculty Job Series and Titles

The job titles identified in this Article are recognized for positions within the bargaining unit. The University reserves the right to establish new job titles and/or to eliminate job titles for positions within the bargaining unit. Changes, additions, or discontinuation of titles do not alter the bargaining unit as defined in Article 1 (Recognition). The University will provide notice to the Union of any new or eliminated job titles and the parties shall then meet and confer over the effect(s) of the proposed change.

Position descriptions for the following job titles will be established by the Provost, listing the primary duties and responsibilities assigned to the position, qualifications, essential functions, allocation of effort and other job-related information. Position descriptions may be developed by each school to provide specificity to the job but must remain consistent within the defined job title. Specific job descriptions must be approved by the designated Dean or Vice Chancellor for Research and Human Resources.

There are three classifications of bargaining unit positions, with separate and distinct responsibilities and professional rights: tenure line faculty, instructional faculty, and unclassified academic staff.

Tenure Line Faculty	Instructional Faculty	Unclassified Academic Staff
• Professor Series • Librarian Series	• Teaching Professor Series • Professor of the Practice Series • Lecturer Series • Instructor • Visiting Professor Series	• Scientist Series (until title discontinuation process complete) • Specialist Series (until title discontinuation process complete) • Research Professor Series • Clinical Professor Series • Curator Series

Some bargaining unit members may have additional working titles (including but not limited to Academic Program Associate and Director of Graduate Studies) that reflect part of their expected job duties and assignments and which are included in calculating FTE and allocation of effort.

A.1. - Tenure Line Faculty:

The tenure-line faculty classification includes the Librarian and Professor series, with ranks of Assistant, Associate, Full, or Distinguished (a title of Librarian or Professor without Assistant, Associate, or Distinguished before it is understood to denote Full rank). The rank of assistant is untenured. The rank of associate is typically tenured but can be untenured in some instances based on the terms of initial appointment. Special titles and prefixes may apply for some tenured or tenure-track faculty. These include: Acting, Courtesy and named/foundation titles.

A.2. - Instructional Faculty

The Instructional Faculty classification includes the following:

(A.2.1) Teaching Professor Series
(A.2.2) Professor of the Practice Series
(A.2.3) Lecturer Series
(A.2.4) Instructor
(A.2.5) Visiting Professor Series

Bargaining unit members with the titles of Lecturer or Online Lecturer who are on a temporary, single-term appointment at the time of ratification of this agreement will retain their title until the end of their current contract period. Other bargaining unit members with titles of Lecturer, Online Lecturer, Lecturer/APA, Online Lecturer/APA, Multiterm Lecturer, and Multiterm Lecturer/APA prior to the ratification of this Agreement may continue to hold those titles until the end of their current appointment period or until they are promoted via the processes in Article 19 (Promotion and Tenure), at which time they will become Senior Lecturers, if that promotion is before the end of the current appointment. Individuals who are re-titled from Multi-Term Lecturer to Lecturer may continue to represent themselves using the working title Multi-Term Lecturer. Multi-Term Lecturers and Online Lecturers with or without the APA designation retain the same appointment terms as Lecturers as described in this Article. Units may consider an individual's request for an early review for a title reassignment, within the unit's annual review cycle.
Bargaining unit members in these classifications are not eligible for tenure.

A.2.1 - Teaching Professor Series Rank Definition:
A.2.1.1. Assistant Teaching Professor
A.2.1.2. Associate Teaching Professor
A.2.1.3 Teaching Professor

A.2.2 - Professor of the Practice Series Rank Definition:
A.2.2.1. Assistant Professor of the Practice
A.2.2.2. Associate Professor of the Practice
A.2.2.3 Professor of the Practice

A.2.3 - Lecturer Series Rank Definition:
A.2.3.1. Lecturer
A.2.3.2. Senior Lecturer

A.2.4 - Instructor (Adjunct) Rank Definition: Single title without promotional ranks

A.2.5 - Visiting Professor Series Rank Definition:
A.2.5.1. Visiting Assistant Professor
A.2.5.2. Visiting Associate Professor
A.2.5.3 Visiting Professor

A.3. - Unclassified Academic Staff
The Unclassified Academic Staff classification includes the following:
(3.1) Scientist Series
(3.2) Curator Series
(3.3) Specialist Series
(3.4) Research Professor Series
(3.5) Clinical Professor Series
(3.6) Clinical Instructor

3.1. - Scientist Series Rank Definition:
3.1.1. Assistant Scientist
3.1.2. Associate Scientist
3.1.3. Senior Scientist

3.2. - Curator Series Rank Definition:
3.2.1. Assistant Curator
3.2.2. Associate Curator
3.2.3. Senior Curator

3.3. - Specialist Series Rank Definition:
3.3.1. Assistant Specialist
3.3.2. Associate Specialist
3.3.3. Senior Specialist

3.4. - Research Professor Series Rank Definition:
3.4.1. Assistant Research Professor
3.4.2. Associate Research Professor
3.4.3. Research Professor

3.5. - Clinical Professor Series Rank Definition
3.5.1. Clinical Assistant Professor
3.5.2. Clinical Associate Professor
3.5.3. Clinical Professor

Bargaining unit members who hold titles of Scientist or Specialist prior to the ratification of this agreement may immediately transition to a title which has the same terms and workload or may continue to hold these titles until their next promotion or until the end of a 6-year phase out period at which time the titles will be discontinued. If a title with comparable workload is not identified, an exception may be granted for an individual to continue to hold the title. At the time of transition Scientists and Specialists will retain the same job duties and workload regardless of whether they change title.

B. <u>Past Service</u>

For the purpose of time periods defined in this article, time spent in a position that would have been in the bargaining unit before the unit recognition election (April 25, 2024) counts towards progression.

C. Notice of Appointment

The Employer will provide each bargaining unit member with a written notice of appointment at time of hire and at each appointment renewal. The notice of appointment shall include, but not be limited to, the following:

a. That the offer is contingent on satisfactory completion of all applicable background checks;
b. Effective date of appointment;
c. Contract end date (if applicable);
d. Official University job title(s);
e. FTE;
f. Academic or Fiscal Year;
g. A statement that the terms of employment, including classification standards for reappointment and promotion, where applicable, are subject to Academic Unit, Research Center, College/School and University policies, and this Agreement;
h. Date of mandatory review for tenure line faculty;
i. Probationary period for unclassified academic staff;
j. Assigned Department(s);
k. Salary;
l. Tenure Status;
m. Statement that the position is subject to a collective bargaining agreement between The University of Kansas and United Academics, that UAKU is the exclusive representative for the bargaining unit, and that it is their right to be a member or not be a member of a union without fear of personal or professional repercussions; the offer letter shall also include a link to the collective bargaining agreement.

Bargaining unit member offer letters, shall include information regarding the Employer's immigration support services related to employer based sponsorship. The Employer will provide immigration support to services eligible employees. New bargaining unit members are invited to attend all new employee orientation sessions offered.

D. Joint Appointments and Split Appointments

The University of Kansas is an R1 institution with world class research capacity, including research centers and museums, which UAKU and management are both committed to supporting. UAKU and management both recognize the importance of collaborative appointments between KU units to the KU research mission. This includes appointments between academic departments and between departments and research centers, museums, or other units. Sections D.1 and D.2 describe collaborative joint and split appointments, with indicated changes made to provide clarity on terms and expectations for the bargaining unit members and units.

Bargaining unit members currently in joint or split appointments shall maintain the same terms of appointment specified in their letter of appointment and any existing memorandum of agreement they have received. If they do not have a letter of appointment or memorandum of agreement for their current joint or split appointment, they shall receive a memorandum of agreement which

maintains the terms of appointment that they had at the time of ratification of this agreement. Retention of the same terms of appointment does not preclude the titular transition from the Scientist and Specialist classifications as provided in Section A.3.

D.1. Joint appointments

A joint appointment is one appointment in which a faculty member engages in scholarly, service or administrative activities that span across two or more academic units, schools/the college, research centers and/or administrative units. To minimize confusion based on differences in unit policies, employment conditions, and expectations, all future new collaborative appointments will ordinarily report to a single unit that will have primary responsibility for the promotion and/or tenure processes for the bargaining unit member. Future new joint appointments between an academic unit and a research center will normally consist of a 1.0 FTE tenure-line appointment in the academic unit, such that if the joint-appointment agreement ends the bargaining unit member remains a tenure-line faculty member in the academic unit, with a memorandum of agreement as specified below indicating division of duties and other matters.

For future new hires, participating units must complete a memorandum of agreement at the time of hire that specifies differential allocation of effort, funding provided by each unit to cover salary and benefits, duration of the agreement and/or terms for its termination (if any), and what departmental resources will be provided by each unit to support the bargaining unit member. The memorandum of agreement must also specify the criteria for annual evaluation, periodic reviews, and promotion and tenure for the bargaining unit member, which must align to the job duties and allocation of effort that this bargaining unit member has under the joint appointment. If a bargaining unit member currently in a joint appointment has such a memorandum of agreement or appointment letter, all such terms remain in effect and a new memorandum is not normally established. If they do not have a letter of appointment or memorandum of agreement for their current joint appointment, they shall receive a memorandum of agreement which maintains the terms of appointment that they had at the time of ratification of this agreement.

Agreements for new joint appointments are subject to review and approval by the Vice Provost for Faculty Affairs at the time of hire or appointment. Such agreements will be signed by the following individuals as appropriate per the units involved, chair, dean, director, and Vice Chancellor for Research (as applicable).

At the time of the initial hire or appointment, the bargaining unit member will receive a copy of the memorandum of agreement signed by the leader of each participating unit and the Vice Provost of Faculty Affairs. Bargaining unit members who seek to alter their current appointment to engage in a joint appointment after the date of initial hire, if that date is after the ratification of this Agreement, shall be issued a new appointment letter, and a memorandum of agreement as described above will be developed and approved by leaders of all participating units and the Vice Provost of Faculty Affairs to memorialize the agreement regarding the unit that holds the academic appointment.

D.2. Split appointments

A split appointment is when an individual holds two separate appointments in two different job classifications and titles (e.g. assistant scientist [unclassified academic staff] and assistant professor [tenure-line faculty]). Bargaining unit members currently in split appointments may continue to hold a split appointment (including after promotion) as long as the terms of appointment as outlined in appointment letters are met. If a bargaining unit member currently in a split appointment decides to continue with the split appointment and not transition to a joint appointment with differential allocation of effort, the terms as specified in their appointment letter or memorandum of agreement remain in effect and a new memorandum is not normally established.

If one of the appointments is within the scientist or specialist rank, the split appointment may continue as outlined in this section but the title will change as outlined in section A.3. Unclassified Academic Staff. Alternatively, with agreement from all participating units and the bargaining unit member, they can transition to a joint appointment with a differential allocation of effort and an updated and signed memorandum of agreement between participating parties, as described above. Individuals who are re-titled from Scientist or Specialist to another category may continue to represent themselves using the Scientist or Specialist working title.

For split appointments that consist of a tenure-line classification and an unclassified academic staff classification, if the unclassified academic staff appointment ends as specified in E.2 below and FSRR Article 6 the bargaining unit member will be assigned to a full-time tenure line position with the same tenure status within an academic unit.

E. Appointment length and terms

E.1. ***Appointment length and terms for Tenure-Line Faculty:***

Appointment as a tenure-line faculty, including rank and tenure status at the time of appointment, is made by the Provost based on the recommendation of the academic or administrative unit(s) (and any intermediate unit(s)) in which the faculty member will serve. Individuals hired with a tenured rank must undergo University procedure for tenure.

Untenured bargaining unit members in the Tenure Line classification hold academic or fiscal year appointments until reviewed for promotion and tenure no later than the designated year of mandatory review. An unsuccessful tenure review will result in a terminal appointment of one academic year for those on academic year appointments and one fiscal year for those on fiscal year appointments. Non-reappointment of tenure line, untenured faculty shall be in accordance with FSRR 6.4.3.

Appointments with tenure are continuous except in the case of resignation, retirement, tenure relinquishment, termination for cause, financial exigency, or program discontinuance.

E.2. ***Appointment length and terms for Unclassified Academic Staff:***

Appointment as an unclassified academic staff member, including rank at the time of appointment, is made by the Provost based on the recommendation of the academic or administrative unit(s) (and any intermediate unit(s)) in which the bargaining unit member will serve.

Unclassified Academic Staff appointments are annual academic or fiscal year appointments until the UAS is successfully promoted at the end of their probationary period. If an unclassified academic staff member chooses not to be evaluated for promotion at the end of their probationary period, then they will continue with annual academic or fiscal year appointments until they are reviewed for promotion. An unsuccessful promotion review at the end of the probationary period will result in maintaining their current rank with annual academic or fiscal year appointments. These positions may be contingent on funding, as indicated in the offer letter. Non-reappointment of unclassified academic staff prior to successful completion of probation and promotion, shall be in accordance with FSRR 6.4.3. Unclassified academic staff who have successfully completed the probationary period and who have been promoted may be dismissed for cause and are subject to non-reappointment only in cases of budgetary constraints, financial exigency, and program discontinuance or organizational restructure.

E.3. ***Appointment length and terms for Instructional Faculty:***

Bargaining unit members in these classifications are not eligible for tenure.

Teaching Professors and Professors of the Practice: Limited term appointments. Teaching Professors have a 3-year appointment. Professors of the Practice ordinarily have 3-year appointments but, in rare instances may have shorter appointment terms. Bargaining unit members currently on multi-year appointments will ordinarily not be reduced to shorter appointments. Teaching Professor and Professor of Practice positions can be academic or fiscal year appointments. There is not an automatic renewal of the position at the end of the limited term period. A comprehensive evaluation conducted every three (3) years of the appointment prior to the offer of another limited term appointment is required regardless of rank. Renewal may occur at the end of a contract period and is generally based on unit need and funding, as well as performance. Notice of non-renewal shall be provided within the time required by KBOR policy. If a Teaching Professor/Professor of Practice (Assistant or Associate rank) is considered for promotion but not approved, they may still be renewed for subsequent terms at the current rank. Appointments may be terminated or FTE reduced before and during the contract period due to budget constraints, low course enrollment, program discontinuance, financial exigency, or for cause.

Lecturer Series: Limited term appointment for a 1- to 3-year term in a regular position (but when the need for a position is anticipated to last more than a year, appointments shall normally be multi-year appointments). Bargaining unit members currently on multi-year appointments will ordinarily not be reduced to shorter appointments. Senior Lecturers have a 3-year appointment. There is not an automatic renewal of the position at the end of the limited term period. Renewal may occur at the end of a contract period and is generally based on unit need and funding, as well as performance as assessed in annual or comprehensive evaluations. Notice of non-renewal shall

be provided within the time required by KBOR policy. If a lecturer is considered for promotion but not approved, they may still be renewed for subsequent terms at the current rank. Appointments may be terminated or FTE reduced before and during the contract period due to budget constraints, low course enrollment, program discontinuance, financial exigency, or for cause.

Instructor: Limited-term hire, on a part-time or full time basis, not to exceed two continuous semesters. Renewal is based on unit need and funding, as well as performance that meets expectations as assessed in the annual performance evaluation. Notice of reduction of an appointment or immediate termination of an appointment shall be provided within the time required by KBOR policy. Appointments may be terminated before and during the contract period due to budget constraints, low course enrollment, program discontinuance, financial exigency, or for cause.

Visiting Professor: Limited term appointment, for a 1-year contract term. Any extension requires special approval from the Dean and Vice Provost for Faculty Affairs. Extensions are limited to no more than 2 additional years. Not eligible for reappointment. While visiting professors may be appointed to any of the three ranks, visiting professor positions are not intended to be long-term appointments and do not undergo promotion within the job series. An annual performance evaluation should occur prior to the end of the limited term period and a rating of "good" is required for any extension requested. Extension is based on department need and funding. Appointments may be terminated before and during the contract period due to budget constraints, low course enrollment, program discontinuance, financial exigency, or for cause.

Article 16: Workload

Successful fulfillment of the university mission requires a number of academic positions with differentiation in titles, workload, and in the particulars of assignments between individuals and across units. In carrying out the unique responsibilities of their appointment, each bargaining unit member holds the responsibility to support the mission of the university, while the university holds the responsibility to support the success of bargaining unit members as they carry out their various roles.

As bargaining unit members deliver the academic mission of the university, they engage with colleagues in their unit and beyond in accordance with university needs and expectations regarding scholarship, instructional activities, professional performance, service, and other relevant categories inherent in each area of responsibility in alignment with the needs, requirements and expectations of the unit in which they hold their appointment. The Employer and UAKU recognize that bargaining unit members perform a wide range of duties. No single formula for allocation of effort can adequately capture the needs of every unit or reflect the roles of all bargaining unit members. Where this article conflicts with policy, this article takes precedence.

Policies and Procedures that Guide Establishment of Workload for Academic Appointments

Each unit shall maintain written workload guidelines which adhere to policies of the university, college/school, Office of Research/research centers and libraries.

Unit written workload guidelines and revisions shall be made and reviewed with bargaining unit members' input through established unit-level shared governance procedures, for endorsement by the Dean or Vice Chancellor for Research and approval by the Provost or designee. Such guidelines will not be unreasonably overridden by the Dean/Vice Chancellor for Research and the Provost or designee.

Where such unit-level shared governance procedures do not typically include certain bargaining unit job classifications that are held by employees in the unit, additional provisions will be made to ensure that those bargaining unit members also have meaningful opportunities to review and provide input before guidelines are finalized.

Each unit shall be responsible for providing written workload guidelines described in this Article to all bargaining unit members in the unit, with copies to the Offices of the Dean or Vice Chancellor for Research, Vice Provost for Faculty Affairs, and Human Resources. These guidelines will be provided to bargaining unit members as part of the appointment letter/position description when they officially start a new position.

If no such written guidelines currently exist, each unit shall create them within 12 months of the signing of this contract. Unit workload expectations within the guidelines shall be reviewed through unit-level shared governance and updated and/or re-ratified by the unit at a minimum of every four years on a calendar provided by the Provost. The Office of Faculty Affairs will be responsible for facilitating, tracking and collecting unit workload guidelines for initial completion within 12 months of signing this contract, then to facilitate regular/periodic updates that adhere to relevant KBOR and university policies, and ensuring that unit workload guidelines adhere to scholarly standards and align with peer institutions. Unit workload guidelines should align with annual evaluations and periodic reviews.

Areas Addressed in Workload Guidelines

These guidelines must address expectations for scholarship, instructional activities, professional performance, service, and other relevant categories, inherent in each area of responsibility. Additionally, workload guidelines must address, when applicable, overload activities, summer assignments, study abroad, and equivalencies. Guidelines must align with university procedures by which bargaining unit members can address cases of inadequate or excessive workload. Unit workload guidelines must be endorsed by the Office of the Dean or Office of Research (as appropriate), approved by the Provost or designee, and submitted to the Office of Faculty Affairs.

In the unit workload guidelines, each unit must also address situations in which exceptions to standard workloads may be granted, including but not limited to course buyouts and instructional releases. Buyouts are releases from instruction or other duties granted to individual bargaining unit members by the unit leader in exchange for funding used to cover administrative costs (e.g. buying out of teaching a course with grant funds in order to commit more time to research). Instructional releases are releases from instruction granted by the unit leader to individual bargaining unit members to allow them to do alternate work to meet department needs or KU needs or to provide them with time to complete other work that advances their professional goals in alignment with

unit priorities. Unit leaders have discretion to approve course buyouts and provide instructional releases based on the best interest of the unit.

Unit workload guidelines for each job title series in the unit must address at least the following expectations when relevant:

1. Standard allocation of effort as well as allowable range of effort allocation for each area of responsibility for each job title series represented in the unit.
2. Scholarship, research, and creative activity, including but not limited to, conducting empirical or theoretical research, creating original works, engaging in developmental or translational work.
3. Instruction, including but not limited to, teaching course load per semester and year (which may include credit hours, class size, contact hours per course, office hours, and additional out of class student interaction), direct mentoring at the undergraduate and graduate level, and service on student degree committees as appropriate for job title and rank.
4. Librarianship, museum and collections work, clinical practice, or other professional performance, including but not limited to public programming and dissemination of knowledge to the public.
5. Service relevant to academic expertise, which may include service or administrative work in the department, school, research center, or university, and may also include community engagement work, service to an academic discipline and/or profession, public service to the community relevant to academic expertise, and service to KU as an officer in UAKU.

Units may count items listed above in other categories where aligned with scholarly standards and captured in the approved unit level guidelines.

University workload guidelines should also address expectations for the following areas of responsibility which may span across the preceding categories:

1. University engagement which encompasses the activities of bargaining unit members in their respective preceding areas of responsibility that demonstrate a commitment to the IRISE University values of: Integrity, Respect, Innovation, Stewardship and Excellence.
2. Professional development activities that demonstrate dedication to continuous learning, growth and improvement of the core academic competencies.

When developing workload guidelines, units will include expectations for University engagement and professional development within the preceding areas of responsibility, which will be considered in annual and periodic reviews, promotion, and tenure decisions in accordance with unit criteria.

Alignment to Criteria for Promotion and Tenure, Annual Review and Periodic Reviews

Clear workload standards are the foundation for substantive annual and comprehensive reviews, as they establish the basis for a bargaining unit member's success and career progression. The Office of Faculty Affairs will ensure each unit's written workload guidelines adhere to relevant

university policies and align with unit criteria for promotion, tenure, annual reviews, and periodic reviews.

If the activities outlined in the written unit workload guidelines differ from the unit's criteria for promotion, tenure, annual reviews or comprehensive evaluations, the unit must, within 12 months of signing this contract, establish alignment between written workload guidelines, and criteria for promotion, tenure, annual reviews and periodic reviews.

Workload Allocation

The Office of the Provost shall be ultimately responsible, subject to delegation to unit leaders, for ensuring the workload allocation and work assignments of all bargaining unit members address the needs of the university, schools/college, the Office of Research, and departments/centers.

A bargaining unit member's workload allocation and assignments shall be assigned in accordance with their job classification / academic appointment, position description, and unit policies and unit-level workload guidelines. While the allocation of effort toward scholarship, instructional activities, service, and professional performance will vary based on job category or classification, all workload guidelines, standards, and exceptions otherwise shall be applied consistently and transparently within the unit, regardless of rank or FTE status.

Variations from the standard workload allocations should be made consistent with the processes for alteration of allocation of effort as provided within university policy relating to differential allocation of effort.

Work Assignments

On an annual basis, a bargaining unit member's work responsibilities or assignments will be established by their unit supervisor in alignment with university policy and procedures, and unit policy, procedures and needs, and based on the workload distribution specified in their appointment letter, position description, or through the unit's annual planning or performance evaluation process that adheres to university calendar and processes designated by the Office of the Provost. Workload and work assignments for each bargaining unit member should be documented annually by the unit supervisor and should be included as a foundational source for assessment of performance pursuant to Article 17 (Evaluations).

Prior to final assignments, the unit supervisor will provide bargaining unit members the opportunity to express their preferences regarding work assignments related to teaching, scholarship, service, and professional performance as described in this Article. In expressing their preferences, bargaining unit members may state how these preferences relate to their relevant expertise and professional growth.

According to FSRR 5.7, the Chair/Scheduling Officer should communicate with their respective faculties in a timely manner about their scheduling interests and wishes with respect to teaching assignments. Before a full schedule for the next semester or academic year is approved by the

Chair/Scheduling Officer, it should be made available to bargaining unit members of the unit for discussion and possible modification.

Ultimately, the unit leader has the discretion and responsibility to assign teaching duties to ensure that the unit's instructional needs are met, based on bargaining unit members' job classifications. The unit supervisor may modify scheduled assignments, provided that changes are discussed with the bargaining unit member in advance, assignments do not appreciably change overall workload, and that changes are not made for arbitrary or capricious reasons. Bargaining unit members shall be given reasonable notice about potential changes to their scheduled assignments.

Changes to Allocation of Effort and Duties

If changes to assignments impact a bargaining unit member's overall allocation of effort, the unit supervisor should provide the bargaining unit member the opportunity to express their preferences regarding such changes.

Changes to duties that substantially impact overall allocation of effort or for a period of more than a year must be communicated to the bargaining unit member and require approval by the Dean or Vice Chancellor for Research, and review by Vice Provost for Faculty Affairs for fiscal impact and adherence to KBOR and university policies.

In circumstances where an individual bargaining member's duties are changed to appreciably deviate from what is typically expected, specific job descriptions shall be developed by the academic unit chair (or equivalent) in consultation with the bargaining unit member, including any adjustment to the member's FTE, before the changed duties commence.

Research Intensive Releases

Each unit must have a policy that establishes a minimum number of course releases, or release from professional performance duties for Librarians, that will be provided to bargaining unit members in the Tenure Line classification during their probationary period prior to their mandatory review for promotion and tenure. Research-intensive releases may be provided to bargaining unit members at other times at the discretion of the unit, based on disciplinary norms in peer institutions as determined by the unit, with endorsement by the Dean and approval by the Provost or designee.

Overload

An overload assignment is an assignment that is in addition to the bargaining unit member's regular assignment and FTE status and comes with additional pay or future release from some duties.

Overload assignments and associated additional pay may be authorized for work performed by a bargaining unit member with an active appointment record. The work must contribute to the mission of the unit or university and cannot conflict with or alter the job(s) assigned. Less than full-time employees may also be eligible for overload, if the activity is not defined as employment related to their existing position or assigned job duties and is for a one-time event.

Overload assignments must conform with the requirements of Article 20, Compensation, must be pre-approved by the Dean or Vice Chancellor for Research, and overload payments must be approved by the Provost or designee.

The Employer will not assign involuntary overloads to bargaining unit members. An overload assignment will be considered involuntary if there is not written acknowledgement by the assigned employee agreeing to accept it.

Outside Work

The University policy on Commitment of Time, Conflict of Interest, Consulting and Other Employment applies to all bargaining unit members, regardless of full-time or part-time status (see https://policy.ku.edu/chancellor/commitment-of-time-conflict-of-interest).

Members are required to complete all university and state reporting and disclosure requirements for external professional activities, conflict of interest, substantial/financial interests and time commitments.

As long as bargaining unit member activities are in compliance with policy, all related university policies and any standards set by specialized accreditors, the employer will not limit outside work opportunities for employees whose FTE status is less than 100%; nor shall the employer seek to limit outside work opportunities during times when an employee is not on paid status at KU, regardless of their FTE status.

Per State of Kansas regulations, limitations apply as to the number of positions and amount of FTE that can be held in active employment records when the other entity is a State of Kansas entity or another Kansas Regents Institution. Limitations resulting from state or federal regulations may apply regarding foreign locations where a bargaining unit member may work if still actively employed in a paid status at KU.

Bargaining unit members should discuss with their supervisor plans for outside work that will be completed while the bargaining unit member is on an active appointment.

Article 17: Evaluations

1. Past Service

For the purpose of time periods defined in this article, time spent in a position that would have been in the bargaining unit before the unit recognition election (April 25, 2024) counts towards progression.

2. Annual Evaluation

Each bargaining unit member with a tenure line, unclassified academic staff, or multi-year appointment shall have their performance evaluated in relation to their duties in writing at least once annually, pursuant to procedures adopted by their unit and approved by the dean and the Provost or their designee. The results of the evaluation shall be provided to the bargaining unit member in writing prior to its final adoption.

Annual evaluations will include all areas of responsibility for each bargaining unit member as appropriate for the position and as outlined in the allocation of effort in each employee's appointment notice or updated position description, including: teaching, scholarship and creative activity, service, museum and collections work, clinical practice, or other professional performance. For library faculty, professional performance will be evaluated in place of teaching. Evaluative criteria, procedures, timelines, and instruments must be provided in writing to all bargaining unit members with appropriate advance notice and must align with the workload guidelines adopted by each academic unit, as described in Article 16 (Workload). Annual performance evaluations are primarily intended to communicate to a bargaining unit member an assessment of their performance of assigned duties by providing written constructive feedback that will assist in improving their performance, expertise, and to convey performance relative to articulated performance metrics related to the appropriate disciplinary career trajectory. Annual evaluations for bargaining unit members are intended to be developmental and create an accurate record of the bargaining unit member's performance.

Evaluations may be considered in employment-related decisions such as salary, retention, workload allocation of effort and assigned duties. Annual evaluations may also be used to provide evidence and narrative in comprehensive evaluations (for instructional faculty), in progress towards tenure review and post-tenure review (for tenure-line faculty), and in progress towards promotion review and post-probationary review (for unclassified academic staff).

2a. University Structure & Standards for Annual Performance Evaluations for Bargaining Unit Members

Annual Evaluation Period

The evaluation and goal setting period shall be on the calendar year or as otherwise required by the Board of Regents. The evaluation period for the products of scholarly activity may be longer than one year if specified in an approved Unit Annual Evaluation Plan. The unit should define a period of review appropriate to scholarly standards in an approved Unit Annual Evaluation Policy. For multi-year goals, activities and progress must be documented and measured on an annual basis.

Submission Procedures

Though unit-level procedures and standards may include some variation to account for unit and academic disciplinary differences, all processes should align with the university calendar and overall submission format and procedures for annual performance evaluations as communicated

by the Provost and Executive Vice Chancellor or designee, including the university system utilized for submission, as well as the repository for final required documentation.

University Standards and Structure for Annual Performance

The annual performance evaluation shall be based on the performance of assigned duties and shall consider the nature of the assignments and quality of performance in terms of each of the following areas of responsibility that are applicable to the bargaining unit member's duties:

1. **Instructional workload and contributions to instructional activities.** The evaluation shall consider an instructor's contribution to the course(s) they teach, including, as applicable to the individual bargaining unit member: the clarity and relevance of course goals and the alignment of those goals with course content; richness of curricular materials; instructional (or teaching) practices used to engage students and promote learning; substantive, regular and frequent feedback on assignments; the class climate and opportunities for substantive interaction created by the instructor; attention to student achievement of learning outcomes; and commitment to continuous improvement based on student learning and feedback. The evaluation shall also consider instructional activities beyond course-level teaching including but not limited to mentoring and advising undergraduate and/or graduate students, and involvement in teaching service, scholarship and community. The unit-level evaluation plan must list which documents and/or information the employee is required to submit as part of annual evaluation; the employee may also opt to submit other supporting information and materials (such as reflective narrative, examples of student work, syllabi, etc.) While Student Surveys of Teaching are a required component of annual performance assessment, they are only one component. Multiple sources of information, not just student evaluations, should be used to assess teaching effectiveness.

2. **Contribution to the discovery of new knowledge and other forms of research, scholarship, discovery and creative activity.** Evidence of research/scholarship/creative activity may include, but is not limited to, books, book chapters, articles or papers in scholarly or professional journals, musical compositions, works of visual art, artistic performances, presentations in scholarly conferences, and funded grant activities. The evaluation shall consider the quality and quantity of the bargaining unit member's contributions during the evaluation period in keeping with academic disciplinary standards.

3. **Performance of assigned professional duties** (e.g., librarianship, museum and collections work). The evaluation shall include consideration of the effectiveness of performance activities.

4. **Service.** Service includes service to the academic discipline, the university, or the unit, as well as public service (insofar as it extends professional or discipline-related contributions to the community, the state, and/or the national or international community). Service to the university and/or department includes, but is not limited to, significant participation on unit and university committees, councils, and senates; service to KU through UAKU for UAKU officers. Public service and service to the academic discipline includes, but is not limited to, contributions to scholarly and professional conferences and organizations, governmental boards, agencies, and commissions that are beneficial to such groups and individuals.

5. **Other assigned university duties**, such as program administrative duties.

   Units will include expectations for University engagement and professional development, as defined in Article 16, Workload, within the preceding areas of responsibility, which will be considered in annual and periodic reviews, promotion, and tenure decisions in accordance with unit criteria.

   Units may count items listed above in other categories where aligned with scholarly standards and captured in the approved unit level policy.

Evaluation Ratings

Evaluations shall use the rating categories of excellent, very good, good, marginal, and poor as defined below. These ratings are assigned relative to what would be considered satisfactory performance in the bargaining unit member's assigned areas of responsibility, not relative to the performance of other employees.

The standard expectation for the annual performance appraisal process is good. In determining what constitutes annual performance that is good, a number of variables must be taken into consideration. These variables include the goals and objectives of the unit; and the needs of the unit as determined by the unit leader in keeping with academic disciplinary standards, as well as the academic interests, expertise, and goals, of the bargaining unit member. While the standard expectation for a single annual performance evaluation is a rating of good, a bargaining unit member's sustained performance as assessed during promotion and tenure should meet the applicable standard for promotion as defined in Article 19, Promotion and Tenure.

A rating shall be assigned in each area of responsibility, as well as for overall performance. The overall performance rating shall be based on the aggregate of the assessments of the areas of responsibility, and weighted consistent with the bargaining unit member's annual workload allocation of effort and assigned duties and the unit's Annual Evaluation Policy.

Excellent: A rating assigned to a bargaining unit member whose performance substantially exceeds academic disciplinary and unit expectations in their assigned areas of responsibility.

Very Good: This rating is assigned when a bargaining unit member's performance exceeds academic disciplinary and unit expectations in their assigned areas of responsibility.

Good: This rating is assigned when a bargaining unit member's performance meets academic disciplinary and unit expectations in their assigned areas of responsibility.

Marginal: This rating is assigned when a bargaining unit member falls below academic disciplinary and unit expectations in their assigned areas of responsibility.

Poor: This rating is assigned for bargaining unit members who fall significantly below academic disciplinary and unit expectations in their assigned areas of responsibility.

2b. Unit-level Annual Evaluation Policy

Each unit shall create and maintain a written Annual Evaluation Policy by which to evaluate each bargaining unit member. These policies shall align with the University Structure and Standards for Annual Performance Evaluations specified in this article (above), according to appropriate accreditation standards and standards of the academic discipline. Unit Annual Evaluation Policies shall apply the university criteria to the unit's area(s) of academic discipline(s), employee classifications/positions (e.g., tenure track, instructional, and unclassified academic staff), and assigned duties. All such policies shall incorporate the requirements of this Article within the unit-level evaluation process. Each unit's evaluation policy shall align with its written workload guidelines; align with criteria for promotion and tenure, and for comprehensive reviews; and will follow procedures provided annually by the Provost and Executive Vice Chancellor.

These unit-specific annual evaluation policies shall take into consideration the mission of the University and the unit, as well as the variable expectations for different classifications and ranks of bargaining unit members and be adaptable to various assigned duties. The policies should be rigorous and detailed enough that a reasonable employee should not be uncertain or confused about what performance or accomplishment is sufficient to meet expectations in each area of responsibility. The policy shall identify for each area of responsibility representative examples of the achievements or performance characteristics that would earn each performance evaluation rating, consistent with an employee’s assigned duties.

The policy must also include unit procedures and timeline for annual evaluation; a statement of the overall level of performance assessed as good, very good, or excellent that meets bargaining unit member responsibilities according to academic disciplinary standards; provisions for faculty development and other means of institutional support (including, but not limited to, Performance Improvement Plans and Differential Allocation of Effort); and a statement of the bargaining unit member's right to due process in the event of any disagreement arising during or as a result of the evaluation process.

Bargaining unit members and their supervisor should work in collaboration to maintain unit-level annual evaluation plans which are consistent with this article and with relevant policies of the university, the overseeing unit (college/school, Office of Research, or libraries), and appropriate accreditation academic disciplinary standards. Unit policies and revisions shall be made and reviewed with bargaining unit members' input through unit-level shared governance procedures, for endorsement by the Dean or Vice Chancellor for Research, and approval by the Provost or designee.

Where such unit-level shared governance procedures do not typically include certain bargaining unit job classifications that are held by bargaining unit members in the academic/research unit, additional provisions will be made to ensure that those bargaining unit members also have meaningful opportunities to review and provide input before policies and procedures are finalized.

After approval of the unit plan by the Dean/Vice Chancellor for Research and Provost or designee, the policy shall be distributed to all faculty and members of the unit to which it applies. Unit

evaluation plans shall be reviewed through unit-level shared governance and updated and/or re-ratified on a regular cycle according to a calendar provided by the Provost. A current copy of each unit's evaluation process shall be kept on file in the Office of Faculty Affairs and the Policy Office.

If no such written policy currently exists, each unit shall create them within 12 months of the signing of this contract. The Office of Faculty Affairs will be responsible for facilitating, tracking and collecting annual evaluation policies for initial completion within one calendar year of signing this contract, then to facilitate regular/periodic updates that adhere to relevant KBOR and university policies, including university and unit workload guidelines with annual evaluations.

2c. Guidelines and Procedures for the Annual Evaluation Process

Each unit will use a method of evaluating bargaining unit members' job performance consistent with the guidelines described below.

Sources of Information for Evaluation

Each bargaining unit member must submit to the supervisor a portfolio of relevant information for the purposes of annual evaluation by February 1st. The portfolio must include an up-to-date CV, an Employee Annual Summary, and may also include additional documents or sources of information as desired by the bargaining unit member.

The Employee Annual Summary lists the bargaining unit member's accomplishments in each area of workload allocation of effort during the previous calendar year. The employee annual summary may include any interpretive comments and supporting data that the employee deems appropriate for evaluating the employee's performance. The employee shall submit the report in the format determined by the unit. Bargaining unit members may be required to submit reasonable supplemental documentation and/or other information regarding their accomplishment reports when requested to do so by their unit leader.

The supervisor may also utilize available institutional data and supplemental documentation including, but not limited to, the bargaining unit member's documented workload allocation of effort for the evaluation period, evaluations of teaching, including student and peer evaluations (if they exist), institutional data, and supplemental documentation such as external or internal documents relevant to performance in any area of responsibility. Any supplemental documentation utilized by the supervisor must be shared in full with the employee. Prior to the completion of the evaluation, the employee shall have every reasonable opportunity to respond to the inclusion, content, and appropriateness of such documents, as well as the right to respond to any analysis, interpretations, or conclusions drawn, in full or in part, on the basis of such supplemental documentation.

Guidance on the use of Student Surveys of Teaching

For bargaining unit members engaged in instructional activities, professionally developed norm-referenced student ratings are one of a variety of ways to measure competence and effectiveness in teaching and can be used for course revision and improvements. Evaluations of these bargaining

unit members will include evidence from the standardized student rating instrument specified by the Provost (such as Student Surveys of Teaching) to document student perspectives and may also include unit-specific instruments. This instrument shall be used for the evaluation of teaching effectiveness in the performance appraisal process provided that the student rating instruments shall not be utilized as the sole indicator of teaching competence and effectiveness. Some examples of additional indicators that may optionally be submitted as evidence of teaching competence and effectiveness in the performance appraisal processes can be found in the Center for Teaching Excellence's Benchmarks for Teaching Framework. Patterns and long-term trends should be given greater weight than the scores and comments from one course or from one semester.

Procedures

The supervisor has the responsibility and authority for evaluating the bargaining unit member's performance and for completing the annual evaluation for each bargaining unit member, including filing documentation of the evaluation. In some units, an initial annual assessment of annual performance based on unit expectations may be conducted by a committee identified by unit policy for this purpose. The unit leader may utilize the advice, services, and counsel of this committee to inform the final assessment and report, but the supervisor completes the final performance assessment and annual evaluation report.

Participation in the annual evaluation process is a critical part of the bargaining unit member's annual performance obligations. Employees who refuse to participate in the annual evaluation process will receive an overall rating of Poor, on the basis of non-participation, and will not be eligible for a merit salary increase and may face disciplinary action.

Based upon the previous year's statement of workload allocation of effort, the annual report of the bargaining unit member, the unit committee's preliminary evaluation report (in units that utilize an evaluation committee), and other information available to the supervisor, the supervisor assigns a rating to each of the areas of responsibility utilizing the following rating categories as described above in the University Standards section: Excellent, Very Good, Good, Marginal, Poor. Each rating should be supported by a narrative assessment of the bargaining unit member's annual performance. The narrative should be constructive in nature and assist the bargaining unit member in developing future goals as described below in the Annual Written Evaluation Report section. The supervisor will also provide an overall rating, which may optionally be supported by a narrative assessment.

At the conclusion of the annual performance appraisal process, each bargaining unit member and their unit leader will discuss the proposed workload activities and goals for the next year.

Annual Written Evaluation Report

Content of the report

An Annual Written Evaluation Report shall be provided by the unit leader to the bargaining unit member by the date specified in the unit-level annual evaluation plan. At a minimum, the evaluation report shall include the following:

1. Ratings of performance in each area of responsibility, as well as an overall rating of comprehensive performance.
2. Formative feedback commenting upon their performance in each area of assigned duties. Any other information available to the supervisor that is material to the overall performance appraisal ratings assigned to the bargaining unit member will be addressed in this narrative.
3. In those cases in which employees are assigned a rating of Poor, the unit leader will also address the areas in which performance has been judged to be below expectations.

At the end of the report, the unit leader may include a brief summary statement of the discussion between the bargaining unit member and the unit leader pertaining to goals that support the bargaining unit member's career trajectory, address unit needs, and an outline of plans for professional development during the next evaluation period.

Procedures for finalizing the report

The completed Annual Evaluation Report will be dated and signed by the supervisor. The signed Annual Evaluation Report and any appended material will be given to each bargaining unit member by March 1. The supervisor will provide an opportunity for each bargaining unit member, typically within ten (10) business days (excluding spring break) of receiving the written evaluation document and prior to March 31, to meet, review and discuss the completed annual evaluation and assigned duties for the next evaluation period.

Bargaining unit members with concerns about their annual appraisal may request a meeting with their supervisor about their annual appraisal, which must be held within ten (10) business days (excluding spring break) of receiving the document. The supervisor may choose to amend the report following this meeting. By the date specified in the evaluation plan (which must allow enough time for the abovementioned meeting between bargaining unit member and supervisor, if the bargaining unit member requests it), a copy of the evaluation shall be provided to the employee.

The formative feedback and annual evaluation meeting between the bargaining unit member and the supervisor serve the purpose of fostering continuous improvement for both the individual bargaining unit member and for their unit.

Completion of Annual Evaluation Process

At the conclusion of the annual evaluation meeting, or before March 31 for those bargaining unit members who decline the meeting, the process will be considered complete for those bargaining unit members who agree with their ratings.

In the event that the bargaining unit member disagrees with the outcome of their review, the bargaining unit member may append any comments, documents or materials they desire to the final performance appraisal document within ten (10) business days (excluding spring break) of meeting with the director/chair/dean supervisor. These attachments will be limited to clarifications

of the accomplishments listed in the bargaining unit member's annual accomplishment report, responses to the supervisor's evaluation of performance and to any "other information available to the supervisor" addressed in the narrative.

As the final step of the Annual Performance Evaluation Process, the supervisor ensures that all associated documentation, including electronic copies of the annual written evaluation report and attachments, meeting report, and any responses or supporting documentation from the bargaining unit member are filed in the faculty annual reporting system according to procedures provided by the Vice Provost of Faculty Affairs.

At this point, the annual performance evaluation process is completed, and neither party will add to or delete from the Annual Evaluation Report or its attachments. Bargaining unit members appealing the outcome of the annual performance appraisal process must follow the Performance Evaluation Appeals Procedure described below.

Addressing Ratings of Poor

If a bargaining unit member's overall performance is rated as Poor, the supervisor and the bargaining unit member will develop a Performance Improvement Plan of goals and methods to improve the bargaining unit member's performance. The plan may include appropriate provisions for faculty professional development, such as campus opportunities for continued renewal and development, reassignment of duties, or a change in teaching assignments. The unit administrator may call upon the University administration for assistance in constructing such a plan, including provision for additional resources, where needed.

Annual Performance Evaluation Appeals Procedure

Scope and Definitions:

The appeals procedures in this article apply to an individual bargaining unit member who alleges that their overall performance evaluation adjectival rating or evaluative narrative or assigned workload for the next evaluative period is unfair and unjust in light of the bargaining unit member's performance, the evidence presented at the time the performance evaluation process was completed, and/or the Annual Evaluation Structure & Standards in this article. Overall ratings of good and above cannot be appealed.

The appeals procedures in this article do not apply to the appeal of discipline resulting from the discipline of a bargaining unit member for failure to carry out their job duties and responsibilities. Such discipline appeals shall be handled through the appeals procedure applicable to disciplinary appeals as provided within Article 22, Grievance and Arbitration.

Nothing in this section shall preclude appeals that allege a procedural violation of the annual evaluation process, or of the appeal process described herein. All such procedural appeals shall be handled through the appeal process as defined in Article 22, Grievance and Arbitration.

Appeal Process:

Whenever possible, bargaining unit members are encouraged to discuss freely any problems or misunderstandings with concerned parties as they arise in an effort to avoid the necessity of activating the Appeal Procedures. A conscientious effort will be made to redress through this process and resolve difficulties at the lowest level possible.

Step 1: Formal Appeal to the Chair Supervisor: Should the appeal not be settled to the bargaining unit member's satisfaction in their meeting with the supervisor, the bargaining unit member may submit a written statement as a formal appeal to their supervisor within ten (10) business days of the initial meeting. Units without chairs will skip this step and move to Step 2.

The statement will include:

- the name of the appellant;
- the statement of facts giving rise to the appeal;
- the date of the initial submission of the appeal;
- the relief sought.

A copy of this appeal shall be filed with the UAKU President or designated representative.

After receiving the written appeal, the supervisor will have ten (10) business days to respond in writing to the appellant with their decision including a rationale.

Step 2: Formal Appeal to the Dean/Director: Should the appeal not be settled in Step 1, the appellant may, within ten (10) business days, appeal in writing to the Dean/Director. The written appeal will be accompanied by: (a) the original written statement by the appellant, and (b) all written communication exchanged between parties during Step 1 above.

The Dean/Director will have ten (10) business days to review, investigate, and respond in writing to the appellant with his/her decision including a rationale.

Step 3: Formal Appeal to the Provost: Should the appeal not be settled in Step 2, the appellant may, within ten (10) business days, appeal in writing to the Provost with a copy to the Vice Provost for Faculty Affairs and Chief Human Resources Officer. The written appeal will be accompanied by (a) the original written statement by the appellant, and (b) all written communication exchanged between parties during Steps 1 and 2 above. The Provost or designee will advise the appellant in writing of their decision within ten (10) business days of receipt of the appeal. The Provost's decision shall be final and binding.

3. Periodic Reviews

The following types of periodic review, as described in this Article, may occur for subsets of the bargaining unit: Progress Toward Tenure, Progress Toward Promotion, Post-Tenure Review, Post-Promotion Review, and Comprehensive Evaluation.

For all forms of periodic review, and in accordance with existing Faculty Senate Rules and Regulations policy (Article VII, Section 4), each unit, including departments, college, schools, libraries, and centers, establishes its evaluation criteria, evaluation procedures and timelines, and evaluation instruments, all which shall be endorsed by the Dean or Vice Chancellor of Research as appropriate, and approved by the Provost's Office through procedures facilitated by the Office of Faculty Affairs. The development of these unit level policies and procedures must align with the guidance for developing unit annual evaluation plans as described in the "Unit-level Annual Evaluations Plans" section of this article.

Criteria for evaluation must reflect the job description, assigned duties and responsibilities, and workload allocation of effort as outlined in the bargaining unit member's appointment notice. The University Standards for Annual Performance, as described in this article, set foundational standards for performance through which periodic reviews shall be conducted to support long-term assessment of a faculty member or academic staff member's performance. Each unit's evaluation criteria, evaluation procedures and timelines, and evaluation instruments must be reviewed and endorsed by the unit Dean or Vice Chancellor of Research as appropriate, and approved by the Provost or designee, and filed with the Office of Faculty Affairs.

Evaluative criteria, procedures, timelines, and instruments must be provided in writing to all bargaining unit members with appropriate advance notice, and must align with the workload guidelines adopted by each unit, as described in Article 16 (Workload).

Progress Toward Tenure Review for Pre-Tenure Faculty

In accordance with FSRR 6.4, approximately midway between a tenure-track faculty member's appointment and the mandatory review year (usually the third year), under guidelines issued by the Provost, a unit shall conduct a formal review of a non-tenured faculty member's progress toward tenure. The progress toward tenure review is intended to provide faculty members with a meaningful appraisal of their progress toward tenure and orient them toward basic aspects of the tenure process. At the conclusion of the review, faculty members receive a letter from the unit leader providing feedback on their progress toward tenure and informing them of the review outcome: (1) the evidence is sufficient for continuing the tenure-track appointment in accordance with the evaluation standards necessary for promotion as described in Article 19, Promotion and Tenure; (2) the evidence requires a subsequent probationary review in the next academic year; or (3) the evidence supports a recommendation for non-reappointment. The letter from the Dean or Vice Chancellor will be copied to the Office of Faculty Affairs for archival and aggregate reporting purposes.

Neither the record of the review nor its results shall be included in a faculty member's promotion and tenure record and recommendations for or against promotion and tenure should not be influenced by favorable or unfavorable results of the progress toward tenure review. This limitation does not prevent consideration, during the promotion and tenure review, of the same documents and information considered for purposes of the progress toward tenure review.

Pre-tenure faculty members may appeal a recommendation for non-reappointment resulting from the Progress Toward Tenure or Promotion Review to the Faculty Rights Board as outlined in FSRR 6.4.3.3.

Each unit that includes tenure-track faculty members will hold at least one live session, whether in-person or via web conferencing, annually, outlining the evaluation criteria, evaluation procedures and timelines, and evaluation instruments expected for the progress toward tenure review. Each unit will post or update this information on their website no later than May 1 of each Spring semester.

Progress Toward Promotion Review for Probationary Unclassified Academic Staff

Approximately midway through their probationary period (usually the third year), an unclassified academic staff member shall participate in a formal review of their progress towards promotion, analogous to a review of the progress towards tenure. The progress toward promotion review is intended to provide unclassified academic staff members with a meaningful appraisal of their progress toward promotion and orient them toward basic aspects of the promotion process. At the conclusion of the review, unclassified academic staff members receive a letter from the Dean or Vice Chancellor for Research providing feedback on their progress toward promotion and informing them of the review outcome: (1) the evidence is sufficient for continuing the probationary appointment, and the Unclassified Academic Staff member is on track for promotion in accordance with the evaluation standards necessary for promotion as described in Article 19, Promotion and Tenure; (2) the evidence is sufficient for continuing the probationary appointment but performance must be elevated to approach promotion; (3) the evidence requires a subsequent probationary review in the next academic year; or (4) the evidence supports a recommendation for non-reappointment.

Neither the record of the review nor its results shall be included in an unclassified academic staff member's promotion record and recommendations for or against promotion should not be influenced by favorable or unfavorable results of the progress toward promotion review. This limitation does not prevent consideration, during the promotion review, of the same documents and information considered for purposes of the progress toward promotion review.

Each college, school, or research center will hold at least one live session, whether in-person or via web conferencing, annually, outlining the evaluation criteria, evaluation procedures and timelines, and evaluation instruments expected for the progress toward promotion review (for probationary unclassified academic staff). Each college, school, or research center will post or update this information on their website no later than May 1 of each Spring semester.

Post-Tenure Review

The timeline for post-tenure review for tenured faculty will be as determined in Article 18, Timeline for Post-Tenure Review for Tenure-line Faculty and Post-Promotion Review for Unclassified Academic Staff. The time period when a faculty member is on medical or familial leave or that would otherwise be excluded when computing time in rank does not count toward this period. In addition, time serving as department chair, program director, dean or associate dean,

or other administrative position subject to administrative review is excluded. The review may be postponed if it falls in a year when the faculty member is on leave for a substantial period such that it is not possible for the process to proceed. Faculty members who have given notice of resignation effective no later than the end of the academic year of the notice or that are on phased retirement or whose retirement date has been approved by the university will be exempt from review under this policy.

The unit supervisor will notify faculty members scheduled for post-tenure review no later than March 15 in the spring semester preceding the academic year of review.

Following the procedures in its bylaws, each unit will adopt post-tenure review expectations and procedures that align with the university calendar as well as the procedures and format set by the Office of Faculty Affairs. The unit policy must be endorsed by the Dean and approved by the Provost or designee.

The review should consider the bargaining unit member's performance during the period under review as reflected in the post-tenure review file as aligned to Article 16, Workload, Article 17, Evaluations, Article 19 Promotion and Tenure and aligned with expectations as captured in the unit's policies, the university performance standards, the unit's expectations, and the individual's workload. The faculty member's performance in each area of responsibility during the review period is to be assessed as either Excellent, Very Good, Good, Marginal or Poor. If the faculty receives an overall rating of Poor a performance improvement plan may be developed and filed in the post-tenure review file.

If in the Post Tenure/Promotion Probationary Review a faculty bargaining unit member is rated as poor or marginal in one or more areas of responsibilities, the faculty member may request a review by a faculty committee designated to hear such matters in the college, school, libraries, or Office of Research. The makeup of the committee will be determined in accordance with the Post-Tenure Review policy except as altered by this article. The review committee will issue a non-binding recommendation on the appropriateness of this conclusion to the Dean or Vice Chancellor for Research as appropriate. The Dean or Vice Chancellor for Research may change the evaluation after receiving the committee's decision or may choose not to do so. In any event, the report of the committee will become a permanent part of the faculty bargaining unit member's personnel file within the academic unit, the faculty bargaining unit member's personnel file in the Office and Faculty Affairs, and shall be available to the faculty bargaining unit member.

Post-Promotion Review for Unclassified Academic Staff

The timeline for post-promotion review for unclassified academic staff will be as determined in Article 18, Timeline for Post-Tenure Review for Tenure-line Faculty and Post-Promotion Review for Unclassified Academic Staff.

Procedures for this post-promotion review shall be analogous to the procedures for post-tenure review described above. Unclassified academic staff members who do not go up for promotion at the end of their probationary period and those who have an unsuccessful promotion review at the end of the probationary period maintain their current rank with annual academic or fiscal year

appointments. As such, these unclassified academic staff members on one-year appointments are not required to engage in post-promotion reviews.

The Dean of the unit or Vice Chancellor for Research will notify unclassified academic staff scheduled for post-promotion review no later than March 15 in the spring semester preceding the academic or fiscal year of review.

Following the procedures in its bylaws, each unit will adopt post-promotion review expectations and procedures that align with the university calendar as well as the procedures and format set by the Office of Faculty Affairs, endorsed by the Dean or Vice Chancellor for Research and approved by the Provost or designee.

The review should consider the bargaining unit member's accomplishments and objectives as reflected in the post-promotion review file in light of the university performance standards, the unit's expectations, and the individual's workload allocation of effort and assess whether the bargaining unit member's performance in each area of responsibility during the review period is Excellent, Very Good, Good, Marginal, or Poor. If the employee receives an overall rating of Poor, a performance improvement plan may be developed and filed in the post-probationary review file.

Comprehensive Evaluation for Lecturers, Teaching Professors, and Professors of Practice

Lecturers on multi-year contracts will undergo a comprehensive evaluation at the end of their contract period and prior to the renewal of a contract. Bargaining unit members in the Teaching Professor and Professor Practice series will undergo a comprehensive evaluation at the time of consideration for contract renewal.

A Comprehensive Evaluation is not required for appointments not being considered for renewal.

Each unit will adopt comprehensive evaluation procedures that align with Article 16, Workload, Article 17, Evaluations, the university calendar as well as the procedures and format set by the Office of Faculty Affairs, endorsed by the relevant Dean and approved by the Provost or designee.

The supervisor will notify bargaining unit members scheduled for comprehensive evaluation no later than March 15 in the spring semester preceding the academic year of review.

Copies of annual evaluations, along with a narrative about how the bargaining unit member has or has not addressed feedback in response to those evaluations, may form part of a comprehensive performance review.

If in the Comprehensive Review a bargaining unit member is rated as poor or marginal in one or more areas of responsibilities, the bargaining unit member may request a review by a faculty committee designated to hear such matters in the college, school, libraries or Office of Research. The makeup of the committee will be determined in a similar way as described in the Post-Tenure Review policy except as altered by this article, and shall include instructional faculty in the makeup of the committee. The review committee will issue a non-binding recommendation on the appropriateness of this conclusion to the Dean or Vice Chancellor for Research. The Dean or Vice

Chancellor may change the evaluation after receiving the committee's decision or may choose not to do so. In any event, the report of the committee will become a permanent part of the bargaining unit member's personnel file within the academic unit, the member's personnel file within the Office of Faculty Affairs, and shall be available to the bargaining unit member.

Outcome of Periodic Reviews

Positive periodic evaluations (for bargaining unit members of any appointment duration) may be grounds for merit-based salary increases (where allowed by this contract) and contribute to promotion or advancement to longer-term appointments, as part of significant and sustained positive performance, in alignment with university standards, unit criteria, and unit need. A negative periodic review may be a basis for the initiation of a Performance Improvement Plan or a Differential Allocation of Effort agreement as described elsewhere in this Agreement or, in cases of significant and repeated deficiencies, may be a basis for non-reappointment or non-renewal of a non-tenured bargaining unit member

4. Right of Response for Bargaining Unit Members Undergoing Periodic Review

This section applies to all forms of Periodic Review.

The completed Periodic Review will be dated and signed by the supervisor. The signed Periodic Review and any appended material will be given to each bargaining unit member within ten (10) business days (excluding spring break) of completion. The supervisor will provide an opportunity for each bargaining unit member, typically within ten (10) business days (excluding spring break) of receiving the written evaluation document, to meet, review and discuss the completed Periodic Review evaluation.

The supervisor may choose to amend the Periodic Review following this meeting. By the date specified in the evaluation plan (which must allow enough time for the abovementioned meeting between bargaining unit member and supervisor, if the bargaining unit member requests it), a copy of the evaluation shall be provided to the employee.

If the bargaining unit member disagrees with the outcome of their review, the bargaining unit member may append any comments, documents or materials they desire to the final performance appraisal document. These attachments will be limited to clarifications of the accomplishments listed in the bargaining unit member's annual accomplishment report, responses to the supervisor's evaluation of performance and to any "other information available to the supervisor" addressed in the narrative.

As the final step of the Periodic Review process, the supervisor ensures that all associated documentation, including electronic copies of the written evaluation and attachments, meeting report, and any responses or supporting documentation from the bargaining unit member are filed according to procedures provided by the Vice Provost of Faculty Affairs.

5. Performance Improvement Plans

Overall ratings of Poor in a periodic evaluation may require the development and implementation of a Performance Improvement Plan (PIP) for the bargaining unit member. The purpose of the PIP is to offer support, resources, and clear guidelines for the bargaining unit member to be successful.

Prior to a PIP taking effect, the bargaining unit member and supervisor will meet to discuss the terms of the PIP. Bargaining unit members have a right to union representation at all meetings or discussions related to a PIP. The supervisor shall indicate the specific problem(s), articulate the specific performance expectations and time frames, and, where applicable, identify appropriate resources, all of which shall be reduced to writing in the PIP.

The PIP may include requirements, such as scheduled meetings and reporting, completion of specified training, and use of certain resources or tools that could support improvement of the bargaining unit member's performance or conduct. Any such requirements should assist the employee in successfully completing the PIP and should not be overly burdensome or create further barriers to successful completion of the PIP.

The PIP will specify the start and end dates, which shall not be less than thirty (30) working days and shall reasonably reflect the nature of the performance improvement needed.

To the extent that the bargaining unit member's successful completion of the PIP is contingent on actions from their supervisor, the supervisor will make every reasonable effort to help advance the improvement of the bargaining unit member.

A copy of the PIP will be provided to the bargaining unit member with simultaneous transmission to UAKU, the Dean/Vice Chancellor of Research, the Office of Faculty Affairs and Human Resources.

At the end of the PIP period, the bargaining unit member supervisor will meet with the bargaining unit member to review performance and assess whether the PIP goals have been achieved and/or the PIP requirements have been fulfilled.

In some cases, the PIP may be extended for an additional period of time. If the PIP is extended, the employee will attend additional meetings during and at the end of the PIP period, as described above. The bargaining unit member, UAKU, Dean or Vice Chancellor of Research, Office of Faculty Affairs and HR will simultaneously receive a copy of the agreed extended PIP.

If the bargaining unit member does not achieve the improvements set forth in the PIP or extended PIP, the bargaining unit member may be subject to discipline under the provisions of Article 21, Discipline.

Article 18: Timeline for Post-Tenure Review for Tenure-line faculty and Post-Promotion Review for Unclassified Academic Staff

The timeline for post-tenure review for tenure line faculty is as follows:

1. The first post tenure review for tenured Associate Professors and Librarians will occur seven years after the award of tenure, unless the bargaining unit member is considered for promotion in rank prior to or during that seventh year.
2. If a bargaining unit member is considered for promotion or awarded a distinguished professorship, the clock resets.
3. After the initial seven-year period of review following the award of tenure, all post tenure reviews will occur on a five-year cycle.
4. If a bargaining unit member is hired at the rank of associate, their first post tenure review will occur seven years after the award of tenure, unless considered for promotion prior to or during the seventh year. If a bargaining unit member is hired at the rank of full, their post tenure review will occur on a five-year cycle.
5. Tenured faculty will complete their current post tenure review cycle and then will move to a five-year post tenure review cycle.

The timeline for post-promotion review for Unclassified Academic Staff at the ranks of associate and full/senior is once every seven years. If an Unclassified Academic Staff member is considered for promotion, the clock resets. Unclassified Academic Staff who have an appointment that is split between a tenure line role and unclassified academic staff role will have post-tenure and post-promotion reviews scheduled in alignment with their tenure-line faculty appointment.

Article 19: Promotion and Tenure

Section 1: General Provisions

A. Past Service

For the purpose of time periods defined in this article, time spent in a position that would have been in the bargaining unit before the unit recognition election (April 25, 2024) counts towards progression.

B. Mentoring

As part of its procedures for promotion and/or tenure, each department, college or school, or other administrative unit shall develop a plan for mentoring each tenure-line faculty, unclassified academic staff, and instructional faculty with multi-year appointments in at least their initial three years of employment. Such plans should provide relevant information and guidance to assist bargaining unit members in the development of successful careers in teaching, research, scholarship, creative activity, professional performance, and/or service, and in documenting a record of their careers for purposes of the tenure and/or promotion process.

C. Notice of Expectations and Procedures

When bargaining unit members begin employment, their unit supervisor shall provide bargaining unit members with information concerning the standards and procedures for award of tenure and/or promotion in rank, including copies of the written criteria, procedures, timelines and instruments approved by their unit, and copies of the Provost Office's guidelines and forms applicable to their position. All such standards and procedures shall be consistent with KBOR policy requirements and University standards, shall follow and align to processes administered by the Provost Office, and shall be filed with the Office of Faculty Affairs for review and approval. In the event of any conflict between the unit standards and procedures and those of the University, the University's shall govern.

In the event of a change in criteria for tenure or promotion during a bargaining unit member's probationary period, the member may choose to seek tenure or promotion under the criteria in place at the time of initial appointment, or under the new criteria. Candidates for promotion to higher ranks (associate to full) may choose to seek promotion under the criteria in place at the time of their appointment to their current rank, or under any new criteria which may have been adopted after their appointment to their current rank.

D. Documentation

Working with the bargaining unit members, each unit, Human Resources, Faculty Affairs and the Office of the Provost, shall, on an ongoing basis, generate and compile documentation necessary to evaluate teaching (or professional performance), research, scholarship, creative activity, and service, consistent with requirements outlined in Article 16 (Workload) and Article 17 (Evaluations).

Unit supervisors will inform bargaining unit members of their progress towards meeting the expectations for promotion and/or tenure using Annual and Periodic Evaluations, as described in Article 17 (Evaluations).

Following FSRR Article VI, administration of policies, procedures, criteria and recommendations for the promotion and/or tenure of a bargaining unit member is a collective responsibility which rests principally with senior faculty members including department/center and college/school promotion and tenure committees, the University Committee on Promotion and Tenure and the Faculty Senate, as well as with academic administration including the unit supervisor, Dean, Vice Provost for Faculty Affairs and the Provost. Final responsibility and approval for granting tenure and/or promotion rests with the Chancellor.

Section 2: Tenure-Line Faculty and Unclassified Academic Staff

Only bargaining unit members in the Tenure-Line Faculty and Unclassified Academic Staff classifications are eligible for non time-limited appointments.

A. Standards, Process and Criteria for Promotion and Tenure

Policies, processes and criteria for promotion and tenure are set forth in KBOR, University Guidelines, Faculty Senate Rules and Regulations, college/school, and departmental policy as applicable, and must be in alignment with the terms of this Agreement.

Upon ratification of this Agreement, the rating scale for promotions and tenure will be the following:

1. **Unsatisfactory:** Candidate fails to demonstrate sufficient achievement based on the standards and norms of the discipline in the context of assigned workload.

2. **Adequate:** Candidate demonstrates consistent, adequate performance that is satisfactory based on the standards and norms of the discipline in the context of assigned workload.

3. **Meritorious:** Candidate demonstrates consistent high level of achievement based on the standards and norms of the discipline in the context of assigned workload.

4. **Distinction:** Candidate demonstrates exceptional achievement based on the standards and norms of the discipline in the context of assigned workload with evidence that indicates potential for continued distinction.

The University standard for promotion with tenure for tenure-line faculty is an overall rating of "Meritorious" in the areas of research and teaching (or professional performance) and a minimum rating of "Adequate" in service. The University standard for promotion for unclassified academic staff is an overall rating of "Meritorious" in their predominant area(s) of responsibility (teaching or research) and "Adequate" for other areas of responsibility.

The University standard for promotion to the rank of full professor for tenured faculty is an overall minimum rating of "Meritorious" in research and teaching (or professional performance), but with at least one of the two having a rating of "Distinction", and a minimum rating of "Adequate" in service. The University standard for promotion for unclassified academic staff is an overall rating of "Meritorious" in their predominant area(s) of responsibility (teaching or research) and "Adequate" for other areas of responsibility. For faculty members who have tenure review in conjunction with their promotion to the rank of full professor, such as in the School of Law, the standard for the promotion to the rank of full will apply for the tenure review as well.

Prior to the ratification of this contract, the university rating scale for promotion and tenure was: Excellent, Very Good, Good, Marginal, and Poor. The university standard was that tenure-line faculty and unclassified academic staff must receive ratings of "Good" or higher in all areas of responsibility to be eligible for tenure and/or promotion. Bargaining unit members in their probationary period at the time of contract ratification may choose to seek tenure or promotion under the standards and criteria in place at the time of initial appointment, or under the new standard and criteria. For the 8-year period after the ratification of this contract, bargaining unit members who are at the associate rank and were promoted prior to the ratification of this contract may choose to seek promotion to the rank of full under the standards and criteria in place at the

time of their appointment to their current rank, or under the new standard and criteria. After the 8-year period, those bargaining unit members will be required to seek promotion under the new standards and criteria.

Except where altered by this article, tenure-line faculty and unclassified academic staff attain promotion and tenure in accordance with KBOR Policies, Faculty Senate Rules and Regulations (FSRR) Article VI, and the promotion and tenure procedures adopted by their unit or department and college/school as administered according to guidelines from the Provost as administered by the Vice Provost of Faculty Affairs.

In their initial appointment letter, tenure-line bargaining unit members will be informed by the Employer of the date of their mandatory review year, and unclassified academic staff will be informed of the end of their probationary period.

In cases where a bargaining unit member holds a joint appointment, as defined by Article 15 (Appointments), a memorandum of agreement detailing the terms of joint appointment must specify the promotion and tenure criteria for the bargaining unit member, which must align to the job duties and allocation of effort that the bargaining unit member has under the joint appointment.

B. Credit toward Tenure and/or Promotion

When untenured tenure-line faculty members or probationary unclassified academic staff are hired after serving at another academic institution, the treatment of time spent at the other institution and, for tenure-line faculty, the resulting terminal and mandatory review years shall be established through negotiation at the time of the hire, as documented in the initial appointment letter, with signatures of the bargaining unit member, department chair/unit supervisor and Dean/Vice Chancellor for Research, and filed with the Office of Faculty Affairs.

C. Interruptions of the Probationary Period for Tenure-Line Faculty

Prior to the mandatory review year, and at the request of the faculty member and the appropriate dean or Vice Chancellor for Research, the Provost may grant an extension of the tenure or promotion clock for a maximum of one year. The university's Interruption of the Probationary Period Policy states the policies and procedures for requesting an extension of the tenure clock for leave and other circumstances. Per KBOR policy, no more than two extensions of the tenure clock may be granted to a faculty member for any reason unless state-wide extensions or exceptions are made by the Board. Nothing in this provision shall be construed to guarantee reappointment of an untenured faculty member. No promotion and tenure committee at any review level will discriminate against faculty members who are granted extensions of the tenure clock in accordance with university policy. An adjusted "tenure clock" shall not change the criteria for evaluation. The university's Interruption of the Probationary Period Policy states the policies and procedures for requesting an extension of the tenure clock under appropriate circumstances.

D. Promotions for Tenure-line Faculty from Assistant to Associate

D.1. Probationary Period, Mandatory Review Year and Early Review

The probationary period prior to the award of tenure may not normally exceed seven years, except when interruptions to the "tenure clock" exist, as described in this Article. If a tenure-track faculty member does not receive tenure, and absent an interruption of the tenure clock, the seventh year becomes the terminal year. Consideration of tenure must therefore normally occur no later than the sixth year, which constitutes the "mandatory review year."

In cases of mandatory reviews resulting in the denial of tenure, no further reviews for tenure shall occur beyond the appeal processes as outlined below and in Article 22 (Grievance). Candidates who apply for promotion and tenure prior to their mandatory review year are held to the same standards of achievement as those who have completed the full probationary period.

KBOR policy may provide for the exclusion of some years in computing time in rank due to unexpected special and extenuating circumstances, and such years shall not be included in determining the terminal or mandatory review year.

D.2. Promotion for Tenure-line Faculty from Associate to Full

Continuing productivity is expected to prepare the candidate for promotion to full professor/librarian within six years of their promotion to associate professor/librarian.

An unsuccessful promotion review for tenure-line faculty will not impact the candidate's continued employment, and they may choose to reapply for promotion at a later date.

Bargaining unit members are not required to request promotion to Professor/Librarian on a specific timeline and they may forgo promotion altogether; there is no time limit for tenure-line faculty to go up for promotion from associate to full professor/librarian.

E. Promotions for Unclassified Academic Staff

E.1. Probationary Period & Promotion from Rank of Assistant to Associate

The probationary period for unclassified academic staff at the assistant level is six years with the expectation for a promotion review through the UCPT Process at the end of the probationary period.

Candidates who apply for promotion prior to the end of the probationary period are held to the same standards of achievement as those who have completed the full probationary period.

Unclassified academic staff shall not attain promotion without successfully completing the UCPT process.

An unsuccessful promotion review at the end of the probationary period will result in maintaining their current rank with annual academic or fiscal year appointments.

Though the promotion review is not mandatory at the end of the probationary period, an unclassified academic staff member who chooses not to be evaluated for promotion at the end of their probationary period will continue with annual academic or fiscal year appointments until they are reviewed for promotion.

E.2. Promotion of Unclassified Academic Staff from Rank of Associate to Full

Continuing productivity is expected to prepare the candidate for promotion to the rank of full within six years of their promotion to associate. An unsuccessful review for promotion to the rank of full will not impact the candidate's continued employment, and they may choose to reapply for promotion at a later date. There is no time limit on the promotion from associate to full rank for unclassified academic staff. Unclassified academic staff are not required to request promotion from associate to full on a specific timeline, and they may forgo promotion from associate to full altogether.

A. Appeal of Denial of Promotion and Tenure

A tenure-track faculty member or academic staff who believes that evaluation of their record has been compromised by a procedural violation, a violation of their academic freedom, or the application of improper standards or criteria may appeal the negative recommendation of UCPT or the Provost to the Faculty Rights Board as outlined in FSRR Article VI with the addition of notification to the appropriate UAKU representative simultaneously with candidate notification. Grievances alleging that the procedures governing promotion and tenure decisions outlined in documents at any level of review, including processes described in FSRR VI, were violated shall begin at Step Three of the Grievance and Arbitration process outlined in Article 22 (Grievance and Arbitration).

Section 3: Lecturers, Teaching Professors, and Professors of Practice

A. Standards, Process and Criteria for Promotion

Though Instructional Faculty are not eligible for tenure, they are eligible for promotion within their category, except for Instructor and Visiting Professor job titles which do not have promotional tracks. Instructional Faculty eligible for promotion are not required to request promotion when they are eligible; they may request promotion in a later year or forgo it altogether. Opting not to apply for promotion has no bearing on future re-appointments.

For Instructional Faculty eligible for promotion, progression in rank and title will follow the processes and procedures for promotion developed by the school/department, endorsed by the Dean, approved by the Provost or their designee, filed with the Office of Faculty Affairs, and must be in alignment with University Guidelines and the terms of this Agreement.

Existing policies and criteria shall remain in place, except where modified by this Article or where such terms would violate this Agreement. Units that do not have promotion criteria and procedures

for a job title series which is utilized in their unit will develop these procedures within 12 months of ratification of this Agreement.

Guidelines for promotion review will be provided to units by the Office of the Provost and must include the following minimum requirements:

1. Promotion in rank must be preceded by a comprehensive performance review, which is normally held every three years of an appointment and prior to the offer of another limited term appointment.
2. A rating scale of: Distinction, Meritorious, Adequate, Unsatisfactory.
3. Procedures for promotion and rank must adhere to existing policy (such as the "Teaching Professor Job Title Series Guidelines" and "Professor of the Practice" policies from the Office of Provost and Executive Vice Chancellor) except where those are superseded by this article.
4. The criteria for promotion must reflect the allocation of effort, job description, and duties as expressed in an employee's appointment letter or current position description and must align with the university workload standards and the guidelines adopted by each academic unit, as described in Article 16 (Workload).
5. Department procedures must clearly indicate:

    a. Unit-defined criteria for promotion;
    b. The timeline at which each step of the comprehensive review is carried out;
    c. What documents and information the candidate for promotion must submit;
    d. Who conducts the comprehensive review or how the composition of review committees is determined (in situations where the review goes through multiple levels or committees, the unit-level procedures must specify this for each level of review);
    e. What happens in the case of a favorable recommendation, and in the case of a negative recommendation including appeal rights and appeal process.

The fact that a candidate's promotion review was unsuccessful will not impact the candidate's eligibility to be renewed for subsequent terms at the current rank, and they may choose, in consultation with their unit head, to reapply for promotion at a later date.

When instructional faculty are hired into a new instructional classification after serving in another instructional role at the University of Kansas, the treatment of time spent at the previous role may be counted in years of service for the purposes of promotion. Eligibility shall be established through negotiation at the time of hire, documented in the initial appointment letter, with signatures of the bargaining unit member, department chair/unit supervisor and Dean/Vice Chancellor for Research, and filed with the Office of Faculty Affairs.

Promotion within Each Job Series

Lecturers:

The Lecturer job series shall include promotion from Lecturer to Senior Lecturer. Bargaining unit members normally become eligible for promotion from Lecturer to Senior Lecturer after the equivalent of at least six cumulative years of full-time service as a Lecturer. Promotion may occur earlier than completion of six years with approval from the unit supervisor and Dean. The University standard to be eligible for promotion for lecturers is to meet the role as defined by the unit with a rating of "Meritorious," in the area of teaching, with standards for all other areas of responsibility set by the unit criteria, but at least "Adequate."

Lecturer promotions will follow processes and procedures developed by the school/department, endorsed by the Dean, approved by the Provost or their designee, filed with the Office of Faculty Affairs, and must be in alignment with University Guidelines and the terms of this Agreement.

After ratification of this contract, the titles Multi-Term Lecturer and Online Lecturer will no longer be used for new appointments, except that existing Multi-Term Lecturers who opt not to seek promotion or conversion to Senior Lecturer will retain their title until the end of their current appointment.

Upon ratification of this agreement, Lecturers who have the equivalent of at least six (6) cumulative years of full-time service at KU with a demonstrated record of excellence in teaching will be eligible for promotion to Senior Lecturer through unit procedures and based on unit criteria, with commensurate pay increases, unless they opt not to seek promotion, in which case they will retain their current title until the end of their current appointment regardless of rank. Senior Lecturers who were already in rank at the time of ratification will retain their rank as Senior Lecturer.

Except in instances where the unit supervisor approves an earlier promotion timeline, bargaining unit members with the titles of Lecturer, Online Lecturer, and Multiterm Lecturer at the time of ratification and who have not yet attained the equivalent of at least six (6) cumulative years of full-time service will become eligible to apply for promotion once they have completed at least six (6) years of service.

Teaching Professors:

The Teaching Professor job series shall include promotion from Assistant Teaching Professor to Associate Teaching Professor, and promotion from Associate Teaching Professor to Teaching Professor. Promotion normally occurs after six years of service at a given level but may occur earlier with approval from the unit supervisor, Dean, and the Office of Faculty Affairs. Comprehensive evaluation is required at the time of promotion. The university standard to be eligible for promotion for teaching professors is a rating of "Meritorious" in the area of teaching, with standards for all other areas of responsibility set by the unit criteria, but at least "Adequate."

Promotion for the Teaching Professor series will follow processes and procedures developed by the school/department, endorsed by the Dean, approved by the Provost or their designee, filed with the Office of Faculty Affairs, and must be in alignment with University Guidelines and the terms of this Agreement.

Professors of the Practice:

The Professor of the Practice job series shall include promotion from Assistant Professor of the Practice to Associate Professor of the Practice, and promotion from Associate Professor of the Practice to Professor of the Practice. Promotion normally occurs after six years of service at a given level, but may occur earlier with approval from the unit supervisor, Dean, and the Office of Faculty Affairs. Comprehensive evaluation is required at the time of promotion. The university standard to be eligible for promotion for professors of the practice is a rating of "Meritorious" in the area of teaching, with standards for all other areas of responsibility set by the unit criteria, but at least "Adequate."

Promotion for the Professor of Practice series will follow processes and procedures developed by the school/department, endorsed by the Dean, approved by the Provost or their designee, filed with the Office of Faculty Affairs, and must be in alignment with University Guidelines and the terms of this Agreement.

Article 20: Compensation

A. Base Salary Minima

Section 1: Rank Eligible Positions

Commencing January 18, 2026, no bargaining unit member will be paid at a base salary less than the job category and rank-specific values as referenced in Table 1. Table 1 values are for full-time employees in rank eligible positions. Salary minima for part-time employees will be prorated based on the percentage of FTE assigned. Bargaining unit members with joint appointments or multiple appointments (two or more job titles/ranks) will have base salary minima governed by the larger of the minima for the categories/ranks that apply. The base salary minima described in this article does not prevent higher salaries than those outlined in Table 1. Such minima shall not be construed or applied to effectuate a reduction in a bargaining unit member's compensation provided that the employee remains within the same job title, rank and level of effort.

Minima are construed to govern minimum base pay over the length of the appointment period (i.e., academic year or fiscal year), exclusive of summer salary, administrative supplements, or other forms of additional pay. Nothing in this article precludes additional pay for covered activities stated in the university's Additional Payment for Employees policy (https://services.ku.edu/TDClient/818/Portal/KB/ArticleDet?ID=20796).

Section 2: Non-Rank Eligible Positions (Instructor)

For Instructors starting August 18, 2026, the minimum pay is $1,500 per credit hour, except for courses with enrollment of 5 or less which has a minimum of $1,000 per credit hour. These minima rates for Instructors shall apply even if the employee may have previously been appointed as a Lecturer, however, no Instructor shall be paid at a lower per credit hour rate than they were paid in a prior semester, notwithstanding retroactive pay that such employees may have been paid in the Spring of 2026.

Table 1 – Salary Minima

Current Title	New Title (Proposed)	Contract length (mo/yr)	Min yr 1 base salary (US dollars) 1.0 FTE
Tenure track, Assistant Professor	Tenure track, Assistant Professor	9	70,000
Tenure track, Associate Professor	Tenure track, Associate Professor	9	76,500
Tenure track, Full Professor	Tenure track, Full Professor	9	88,500
Tenure track, Distinguished Professor	Tenure track, Distinguished Professor	9	103,500
Lecturer, Lecturer APA, Multiterm Lecturer, Multiterm Lecturer/APA, Online Lecturer or Lecturer APA - (1-3 year contracts)	Lecturer	9	52,500
Lecturer, Lecturer APA, Multiterm Lecturer, Multiterm Lecturer/APA, Online Lecturer or Lecturer APA - (1-3 year contracts)	Lecturer	12	64,167
Senior Lecturer	Senior Lecturer	9	57,375
Senior Lecturer	Senior Lecturer	12	70,125
Teaching Professor, Assistant and Professor of the Practice, Assistant	Teaching Professor, Assistant and	9	56,000

	Professor of the Practice, Assistant		
Teaching Professor, Assistant and Professor of the Practice, Assistant	Teaching Professor, Assistant and Professor of the Practice, Assistant	12	68,444
Teaching Professor, Associate and Professor of the Practice, Associate	Teaching Professor, Associate and Professor of the Practice, Associate	9	61,200
Teaching Professor, Associate and Professor of the Practice, Associate	Teaching Professor, Associate and Professor of the Practice, Associate	12	74,800
Teaching Professor, Full and Professor of the Practice, Full	Teaching Professor, Full and Professor of the Practice, Full	9	70,800
Teaching Professor, Full and Professor of the Practice, Full	Teaching Professor, Full and Professor of the Practice, Full	12	86,533
Visiting Professor, Assistant	Visiting Professor, Assistant	9	56,000
Visiting Professor, Associate	Visiting Professor, Associate	9	61,200
Visiting Professor, Full	Visiting Professor, Full	9	70,800
Clinical Professor, Assistant, Research Professor, Assistant, Curator, Assistant, Scientist*, Assistant	Clinical Professor, Assistant, Research Professor, Assistant, Curator, Assistant	9	57,273
Clinical Professor, Assistant, Research Professor, Assistant, Curator, Assistant, Scientist*, Assistant	Clinical Professor, Assistant, Research Professor, Assistant, Curator, Assistant	12	70,000
Clinical Professor, Associate, Research Professor, Associate, Curator, Associate, Scientist*, Associate	Clinical Professor, Associate, Research Professor, Associate, Curator, Associate	9	63,773
Clinical Professor, Associate, Research Professor, Associate, Curator, Associate, Scientist*, Associate	Clinical Professor, Associate, Research Professor, Associate, Curator, Associate	12	77,945

Clinical Professor, Full, Research Professor, Full, Curator, Full, Scientist*, Full/Senior	Clinical Professor, Full, Research Professor, Full, Curator, Full	9	75,773
Clinical Professor, Full, Research Professor, Full, Curator, Full, Scientist*, Full/Senior	Clinical Professor, Full, Research Professor, Full, Curator, Full	12	92,611
Librarian, Assistant	Librarian, Assistant	12	70,000
Librarian, Associate	Librarian, Associate	12	76,500
Librarian, Full	Librarian, Full	12	88,500
Distinguished Librarian,	Librarian, Distinguished	12	103,500
Specialist, Assistant *	N/A	9	56,000
Specialist, Assistant *	N/A	12	68,444
Specialist, Associate*	N/A	9	62,500
Specialist, Associate*	N/A	12	76,389
Specialist, Full *	N/A	9	74,500
Specialist, Full *	N/A	12	91,056

***These minima are for bargaining unit members currently in these titles. However, these titles will not be assigned for new positions as stated in Article 15: Appointments.**

Note: For Instructor minima, the minimum pay is $1500 per credit hour except for courses with enrollment of 5 or less which has a minimum of $1000 per credit hour.

B. Promotion in Rank Increases

The minimum allowable promotion in rank increase for full-time bargaining unit members will be either the percentage of the salary or the minimum dollar amount listed in Table 2, whichever is larger. Promotion adjustments for part-time employees will be applied in the same manner but prorated based upon the assigned FTE. Promotions are applied to the total base salary of the eligible bargaining unit member at the beginning of the payroll fiscal year for 12-month appointments and at the start of the Academic Year for academic year appointments.

Covered bargaining unit employees receiving a promotion in rank increase are not prevented from receiving additional compensation increases for which they are eligible.

Table 2 – Promotion in Rank

Minimum salary increases by promotion type for promotions effective on or after January 1, 2026. Increase applied will be either the minimum or % allocated, whichever is greater.

Promotion	Percent raise	Minimum raise (US dollars)
Tenure track, Assistant to Associate	9	6,500
Tenure track/Tenured, Associate to Full	12	12,000
Tenured, Full to Distinguished	12	15,000
Lecturer, Multiterm Lecturer, Online Lecturer to **Senior Lecturer***	9	4,875
Teaching Professor or Professor of the Practice, Assistant to Associate	9	5,200
Teaching Professor or Professor of the Practice, Associate to Full	12	9,600
Clinical Professor, Curator, Research Professor, Scientist, Specialist, Assistant to Associate	9	6,500
Clinical Professor, Curator, Research Professor, Scientist, Specialist, Associate to Full	12	12,000

C. Merit raises

The University ascribes to the principle of merit-based pay. Merit is defined as an increase to base-salary which is construed as the annual pay, exclusive of additional pay/overload disbursements, summer salary, administrative supplements, or other forms of extra compensation (e.g., professorships, fellow, awards, etc.) which were paid during the previous year.

If funds become available for a merit increase, the computation, eligibility parameters and process outlined in this article will be applied.

Total base salary load of a unit is the sum of the base salaries of all bargaining unit members in the academic unit. "Academic Unit" is here construed as a department or comparable level of organization. For the purpose of calculating the total base salary load of a unit, bargaining unit members with joint appointments in more than one unit will have their salary split across units by appointment percentages.

Section 1: Merit Parameters

In years where university funds are available, the merit pool will be calculated as a percentage of the total base salary of all bargaining unit members within the academic unit (Academic Unit is construed as a department or comparable level of organization) prorated from the effective date of the increase through the end of the fiscal/academic year contract period for eligible bargaining unit members. Academic units will be required to provide rationale to the University for merit assignments that are below or above the defined criteria. Bargaining unit members whose base salary exceeds the range of market pay if agreed upon by both parties will have any merit compensation paid as a lump sum bonus rather than as an increase to their base salary.

A covered bargaining unit member will be eligible for merit-based pay if the following eligibility criteria is met:

1. Must be appointed to a regular position, in an active status on payroll on the effective date.
2. Has a current evaluation ranking of "Good" or higher.
3. Has not received formal documented disciplinary action as defined in Article 21, Discipline which has been sustained following exhaustion of grievance rights imposed for the preceding annual evaluation period.

In addition, employees are not eligible for merit-based pay raise if they have been on administrative leave for the entire previous annual evaluation period and were not evaluated.

Academic units must specify a formula that reflects how annual-review results are translated and distributed into merit raises. Changes to this formula must be made and distributed to all covered bargaining unit members and on file with the Office of Faculty Affairs. If merit increases were not given in the immediately preceding year(s), then the formula should include consideration of the annual evaluation(s) for such immediately preceding year(s) if available.

Section 2: Merit Pools within an Academic Unit

Within each academic unit, the merit raise funds described above are divided into separate pools for whichever of the following groups are represented in the unit: G1) tenured and tenure track (any rank); G2) Lecturers, Teaching Professors and Professors of the Practice (any rank); G3) unclassified academic staff (any rank). The division of unit merit raise funds between these groups will be proportional to the base salary loads of the groups within the unit.

Section 3: Merit Expectations

All units are required to specify and implement transparent annual merit expectation procedures for each of the above groups which are present in the unit, and in accordance with the requirements of Article 16 (Workload), Article 17 (Evaluations) and Article 19 (Promotions). The annual evaluation established in accordance with Article 17 shall be the evaluative measure upon which merit pay is determined.

D. Across the Board Increases

Beginning January 18, 2026, those bargaining unit members who have not experienced a pay increase due to an increase to the minima as provided in Subsection A. shall have their pay increased by one percent (1%). Bargaining unit members who receive an increase in the minima that did not equal one percent (1%) are eligible for an additional increase so that their total increase is at least one percent (1%).

The University reserves the right to implement an Across the Board Increase as needed in addition to other defined wages. Advance notice will be provided to the Union.

In the years that an Across the Board Increase is activated, it will be applied after adjustments to minima (if any), promotion increases, and after merit (if available) on a date that is selected by the University.

E. Other Pay, Summer Salary and Additional Pay

Section 1: Other Pay

Bargaining unit members may receive additional compensation that is not part of base salary in the form of an administrative supplement, professorship, provost fellowship, or other university approved activity; subject to the defined terms and conditions of the appointment.

Section 2: Summer Pay

Bargaining unit employees on academic year appointments may be eligible for summer salary for instructional activities (depending upon unit need and availability), administrative activities or for demonstrated effort on grants and contracts. Summer pay is calculated based on the bargaining unit member's biweekly rate, excluding academic year administrative supplements (e.g., Professorships, Fellows, etc.), based upon the number of days and level of effort funded.

Section 3: Additional Pay/Overload

As defined by the Additional Payment Policy, bargaining unit members may receive additional compensation for work performed outside the scope of their assigned responsibilities/workload, as defined in Article 16, Workload, and their unit's workload policy, provided the activities and payment meet policy parameters and receive University approval that meets the policy parameters and is approved by the University.

Any eligible bargaining unit employee receiving a monetary award from a university sponsored program or unit will receive the prescribed award payment through additional pay.

Additional payments are independent from a covered bargaining unit employee's base salary.

F. Retention

The university continues to be able to make employee-specific wage increases to manage risk of turnover and/or to be competitive in retention offers to not lose high quality bargaining unit members.

G. Professional Development

The University recognizes the importance of professional development support and opportunities for bargaining unit members to improve their work in teaching, scholarship, performance, and/or public engagement. The Employer agrees to support professional development by allowing for the reasonable absence from job duties to participate in professional development activities, so long as the bargaining unit member seeks approval for such absence from their supervisor in advance. The availability of professional development funds is budget-dependent, and amounts may vary from year to year. Each unit will create policies and procedures establishing eligibility and governing the distribution of any budgeted funds to support professional development, including any application and decision-making process for professional development funds that are awarded competitively.

Priority for professional development funds may be given to bargaining unit members for whom such funds aid in their preparations for consideration for promotion in rank and/or tenure, significantly improves performance of required job duties, or meet other unit, college, or university goals as defined in unit policies. No bargaining unit member will be arbitrarily denied access to professional development opportunities.

H. Retroactive Compensation

The parties recognize that Base Salary Minima compensation detailed in subsection A. and Across the Board increases detailed in subsection D. for calendar year 2026 have an effective date of January 18, 2026 and will thus require the payment of retroactive pay following the effective date of this Agreement. Such retroactive pay will be paid in a lump sum payment no later than thirty (30) business days following the effective date of this Agreement. Such payments shall only be due and payable to bargaining unit members who are actively employed by the University when the payment is made.

I. Wage Reopener

This Article 20, Compensation shall be reopened for calendar years 2027 and 2028. The parties shall meet and confer as required by the Kansas Public Employer-Employee Relations Act relating to the issue of compensation beginning on or before July 1, 2026 for the 2027 calendar year, and on or before July 1, 2027 for the 2028 calendar year.

Article 21: Discipline

The Employer and the Union strive to create a safe work environment with clear expectations that uphold accountability for individual conduct and address misconduct that disrupts that environment.

This Article shall supplement and shall not diminish the rights of bargaining unit members, the Union, or the University as afforded under the law.

Bargaining unit members have the right to union representation, and UAKU has a right to participate, at all steps described in this Article, other than participation in the employee assistance program.

Section 1: Matters Not Considered Disciplinary

Not all responses to concerns about the conduct, behavior, and/or performance of a bargaining unit member are considered disciplinary. When appropriate, bargaining unit members will be provided the opportunity to correct the conduct or behavior through non-disciplinary approaches which may include but are not limited to coaching, counseling, verbal correction, or support through the Employee Assistance Program. The choice to utilize or not to utilize the EAP is voluntary. Performance Improvement Plans (PIP) are considered non-disciplinary. Performance Improvement Plans are the preferred method of addressing job performance issues in accordance with Article 17, Evaluations.

Section 2: - Matters Warranting Disciplinary Action

Disciplinary action of a tenured bargaining unit member or of a non-tenured bargaining unit member during the term of an active appointment will be taken in accordance with the terms of this Agreement and with just cause.
Both parties support the philosophy of progressive discipline through the applicable disciplinary processes. For purposes of progressive discipline, past discipline shall only be considered when such discipline is timely in accordance with the standards of just cause. The University shall apply the least severe discipline possible that fits the offense and will reasonably accomplish the desired alteration of conduct or performance. The parties recognize that some offenses are so egregious that suspension or termination may be warranted on the first occurrence. Prior to the issuance of any disciplinary action, the bargaining unit member shall be provided notice of the alleged offense, an explanation of the available evidence, and an opportunity to respond. In all cases of discipline

above a written warning, written notification of discipline will be simultaneously issued to both the affected bargaining unit member and the Union.

Section 2.1. – Discipline

Discipline is a written warning, suspension without pay, or dismissal associated with any of the following: performance-related issues; misconduct; or violation of State, KBOR, University, College, Department or Unit level policies or procedures; work rules; the Faculty Code of Rights and Responsibilities, Article IV. Faculty Responsibilities; University Senate Rules and Regulations, Article II, Section 7. Academic Misconduct; University Senate Rules and Regulations, Article IX. Research Misconduct; Local, State or Federal laws; and/or the terms of this Agreement. In cases where KBOR, University, College, Department or Unit-level, Faculty Code, or Faculty or University Senate policies, procedures, work rules, or rules and regulations conflict with the terms of this Agreement, this Agreement shall prevail.

Reductions in duties, pay commensurate with a reduction in duties or termination of employment due to budgetary constraints including loss of funding, low course enrollment, program discontinuance or reorganization, or financial exigency are non-disciplinary. Employees who are employed in an administrative role are considered at-will for that portion of their appointment and may be terminated from such administrative role for any lawful reason. Discipline does not include written or verbal feedback from an administrator concerning one's performance or behavior or feedback in conjunction with annual or other University performance evaluations.

Written Warning. The department chair or supervisor may issue a written disciplinary reprimand following a discussion between the chair/supervisor and the bargaining unit member, in consultation with Human Resources. A written reprimand includes a statement of the reasons for the disciplinary action including a summary of the facts and circumstances giving rise to the discipline and a statement of the necessary corrective action. The written reprimand will be signed by the chair/supervisor and copies forwarded to the bargaining unit member, the Union, and to Human Resources.

Disciplinary Suspension Without Pay. The Employer may, in consultation with Human Resources, issue discipline of suspension without pay. The Employer will not issue a disciplinary suspension without pay prior to providing the bargaining unit member with a notice of intent to issue a disciplinary suspension without pay and without affording the bargaining unit member the opportunity to respond and offer relevant evidence regarding the charge, as described in Sections 3 and 4.

Section 2.2 - Administrative Leave With Pay

In cases involving allegations of serious misconduct, the Employer may place a bargaining unit member on administrative leave with pay pending the outcome of its investigation. The Employer will provide written notice of administrative leave with pay to the bargaining unit member with a simultaneous copy to the union within 48 hours of a bargaining unit member being placed on administrative leave with pay. Administrative Leave with pay is not considered disciplinary action for purposes of this Article.

Section 2.3 - Disciplinary Dismissal

A disciplinary dismissal is the termination of employment, initiated by the Employer, prior to a previously stated appointment end date, or a termination of those employees on a continuous appointment (due to the award of tenure or promotion to a position with a continuous appointment), for misconduct or unsatisfactory performance in accordance with the standards of just cause.

The Chancellor or designee may, in consultation with Human Resources, issue discipline of dismissal of a bargaining unit member prior to the end of the employee's appointment end date for just cause. The Chancellor or designee will not dismiss a bargaining unit member without first providing the bargaining unit member a notice of intent to terminate and without affording the bargaining unit member the opportunity to respond and offer relevant evidence regarding the charge, as described in Sections 3 and 4. Copies of the notice of intent to terminate accompanied by supporting documentation shall be provided simultaneously to the bargaining unit member and the Union.

The bargaining unit member may, within ten (10) working days from receipt, provide a written response to the notice of intent to terminate to the Chancellor, with a copy to the Union.

After the written response, the Chancellor shall have fifteen (15) working days to uphold the decision to dismiss, or to reduce the discipline imposed and notify the bargaining unit member and the Union. Copies of the upheld dismissal or reduced discipline accompanied by supporting documentation shall be provided simultaneously to the bargaining unit member and the Union.

If the recommendation is upheld, the bargaining unit member may file a grievance pursuant to Article 22 at Step Three by submission of a grievance by UAKU to the Provost or designee within 25 business days following reasonable knowledge of the facts giving rise to the grievance. The contents of such grievance must otherwise satisfy the requirements of a Step One grievance.

Section 3. Notice of Intent for Suspension or Termination

At least ten (10) working days prior to imposing discipline involving suspension without pay or termination, the employer will provide a written notice of intent to the affected bargaining unit member, with a simultaneous copy to the union.

The notice of intent will:

1. Contain a description of the alleged act(s) or omission(s), a summary of investigatory findings, if any, and reference to the policies, procedures and/or work rules referenced in Section 2.1 above violated, if any.
2. Include the disciplinary or dismissal action intended, as well as the effective date of that action.
3. Inform the employee and union of the date, time, location and employer participants of a review conference to review the issues raised in the notice of intent. The employee must be given at least seven (7) working days notice prior to the date of the review conference.
4. Inform the employee of their right to union representation at the review conference.

Section 4: Review conference

Prior to implementation of disciplinary suspension without pay or termination, bargaining unit members will be provided with a review conference attended by the Provost or their designee. In all cases the bargaining unit member will be given at least seven (7) working days notice prior to the date of the review conference.

The purpose of the review conference is to provide the bargaining unit member with an opportunity to understand and/or respond to the allegations against them. The review conference meeting is not an evidentiary hearing.

Bargaining unit members may agree to waive this review conference. Any such waiver must be in writing and the bargaining unit member shall copy the union on this notice.

The employer's action following a review conference may not include discipline more severe than that described in the written notice of intent; however, the employer may reduce or decline such discipline from that described in the original notice of intent.

No later than seven (7) working days from the date of the review conference, the bargaining unit member will be given written notice of any disciplinary actions to be imposed, the effective date of any such discipline, and any other terms or conditions associated with the discipline, with a simultaneous copy provided to the union.

Article 22 – Grievance and Arbitration

Section 1. Definition of a Grievance

A grievance is a disagreement arising under and during the term of this Agreement. A grievance is limited to disagreements between the employer and any bargaining unit member concerning their employment and the interpretation or application of this Agreement. When more than one Employee has a grievance involving common fact(s) and provision(s), UAKU may process the grievance on behalf of named and all similarly situated Employees. If the Employees in this group are from more than one academic unit, UAKU may file the grievance at Step Three of the procedure outlined below.

Matters excluded from the definition of a grievance and accordingly excluded from the operation of this Article and the grievance procedure contained herein include the following:

1. Complaints of discrimination and/or harassment based upon the following protected classifications: race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, veteran or military status, sexual orientation, marital status, parental status, pregnancy, parental status, gender identity, gender expression and genetic information. Such complaints are to be directed to the Office of Civil Rights & Title IX in accordance with University Policy.

2. Complaints of sexual misconduct, sexual assault, dating/domestic violence, and/or stalking in any way related to a bargaining unit member's employment. Such complaints are to be directed to the Office of Civil Rights & Title IX in accordance with University Policy.
3. Appeals of merit pay adjustments including performance evaluations upon which merit pay adjustments are made, except as described in Article 17, Evaluations.
4. Appeals of promotion and tenure decisions, except as described in Article 19, Promotion and Tenure.
5. Appeals of decisions of dismissals or denial of reinstatement due to program discontinuation, except as described in Article 14, Academic Program Discontinuation.
6. Appeals of decisions of dismissals or denial of reinstatement due to financial exigency, except as described in Article 13 Financial Exigency.

Section 2. Grievance Procedure Rules

1. A bargaining unit member is entitled to Union representation at any step outlined below at their request. UAKU may participate in any step and will receive a copy of any written response by the employer.
2. Time limits on each step may be extended by mutual consent of the parties. The party seeking to extend the deadline shall request such an extension at least 24 hours in advance of the scheduled event. The request shall describe the length of the extension sought and a brief explanation of the reason. Requests for extensions may be made via telephone, electronic mail, U.S. mail, or in person and shall be made to the appropriate supervisory employee or the grievant and/or representative of the employee organization. Requests for extensions shall not be unreasonably denied. The party requesting the extension shall forward written confirmation of the request for and receipt of the extension to the appropriate supervisory employee or grievant with a copy simultaneously provided to the Vice Chancellor for Human Resources and UAKU.
3. Unless otherwise specified in this Agreement, "day" in this article refers to a business day.
4. At any step of the process, grievances may be withdrawn. The withdrawal of a grievance may not be used as evidence of a binding past practice and does not constitute a waiver or the Union's right to file a future grievance regarding the same subject matter as the withdrawn grievance.
5. Only the Union can move a grievance to Step Two or beyond.
6. The parties may agree to waive Step One and/or Step Two. Such agreement must be in writing.
7. Except as otherwise provided in this Agreement, or when Step One and/or Step Two are waived, grievances should normally begin at Step One.
8. Failure by the Employer to respond or to appeal within the timelines provided will constitute acquiescence to the relief sought by the grievant and waiver of the right to proceed to any other step of the grievance procedures and will constitute acceptance of the previous step. However, this shall not prejudice the position of the Employer with respect to any other separate grievance involving the same or similar issue at that academic unit, or in any other academic unit of the University.
9. Failure by Employee(s) or the Union, as applicable, to respond or to appeal at any step or to meet any of the time limits of this procedure will result in a waiver of the right to proceed to any other step of the grievance procedure and will constitute acceptance of the previous step. However, this shall not prejudice the position of the same or other Employees with

respect to any other separate grievance involving the same or similar issue at that academic unit, or in any other academic unit of the University.

10. This grievance procedure, and subsequent legal appeals from such administrative decisions, shall be the sole and exclusive remedy for adjustment of any grievance arising from the application or interpretation of this agreement.
11. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the Employee(s), the Union or the Employer may elect to pursue the matter under either the grievance procedure herein provided or by action before the Kansas Public Employer-Employee Relations Board. Pursuit of a grievance through initial discussions or the filing or appeal of a grievance at any step below arbitration shall not constitute such a binding election, however, the appeal of a grievance to arbitration does constitute a binding election to pursue the matter through the grievance procedure. The filing of a prohibited practice charge constitutes an election to pursue the matter as a prohibited practice charge. The election of either procedure shall constitute a binding remedy chosen and waiver of the alternative remedy.
12. If, during the pendency of a grievance, all or part of the grievance becomes the subject of a federal, state, or local law enforcement investigation or proceeding, the parties may agree to suspend the grievance proceeding until such time as the law enforcement investigation or proceeding is completed.

Section 3. Grievance Procedure

The Employer and UAKU agree that the organizational and/or supervisory structures vary across academic units. Therefore, the titles used in this section reflect a model of Department Chair/Director, Dean or Vice Chancellor for Research, and Provost or designee. In those cases where the organizational and supervisory model/structure does not fit this pattern, the parties recognize the need to modify the process accordingly, with the intent of reducing, and not increasing, the number of steps in the process.

Initial discussions: An Employee or group of Employees who believe the Agreement may have been violated may first discuss the issue with the employee(s) and supervisors involved in an effort to resolve the issue. Such discussion should take place as soon as practicable days following reasonable knowledge of the facts giving rise to the grievance. Discussions between employees and supervisors relating to matters of contract interpretation are encouraged but do not necessarily constitute a Step One grievance discussion. A mutually agreed-upon resolution is acceptable as long as it does not violate the provisions of this Agreement and provided that Human Resources and Faculty Affairs are made aware and approve of the resolution. Resolutions reached at this step shall not establish a precedent for the future interpretation or application of this Agreement.

Step One: An employee, a group of employees, or a union representative may file a Step One grievance whether or not an initial discussion with a supervisor occurred or has concluded. A Step One grievance shall be submitted in writing to the Department Chair/Supervisor, or equivalent, with a copy to UAKU (if filed by an employee or group of employees), the Office of the Vice Provost for Faculty Affairs and Human Resources provided that the written grievance is submitted

within 25 business days following reasonable knowledge of the facts giving rise to the grievance. The grievance shall be dated and signed by the Employee(s), or the Union representative and shall set forth the issue with supporting facts that form the basis for the alleged violation, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired.

Within fifteen (15) business days of submission of the written grievance, the Department Chair/Supervisor or equivalent in consultation with Human Resources and Faculty Affairs shall meet at a mutually convenient time and place with the Employee and the Union representative(s), if any, in an attempt to resolve the grievance. The Chair/Supervisor or equivalent, or their designee, shall send a written response to the parties within ten (10) business days of the step 1 grievance meeting.

Chairs/directors of departments have no authority to grant any remedy which grants any rights external to an individual grievant's departmental rights. Grievances requesting remedial action beyond an individual grievant's departmental rights should be initiated at Step 2 or 3.

Step Two: Grievances not resolved at Step One may be appealed in writing by UAKU to the Dean / Vice Chancellor of Research within ten (10) business days following issuance of the Step One response. Within fifteen (15) business days of receiving timely notification, the designee(s) of the Dean and UAKU shall hold a meeting at a mutually convenient time and place for discussion of the grievance with representatives of the parties. The Dean or their designee(s) shall send a written answer to the parties within ten (10) business days following this meeting.

Step Three: Grievances not resolved at Step Two may be appealed in writing by UAKU to the Provost or designee within ten (10) business days following issuance of the Step Two response. Within fifteen (15) business days of receiving timely notification, the Provost or their designee or UAKU shall hold a meeting at a mutually convenient time and place for discussion of the grievance with representatives of the parties. The Provost or their designee shall send a written answer to the parties within ten (10) business days following this meeting.

If the Union is not satisfied with the written answer at Step Three, the Union may choose to proceed to arbitration and shall so inform the Employer in writing within twenty-five (25) business days of receipt of the Step Three answer.

Section 4. Arbitration

UAKU may submit to advisory arbitration a grievance that is not resolved at Step Three provided that the designee(s) of the Provost receives written notice of intent to arbitrate within twenty-five (25) business days following issuance of the Step Three answer. Such notice shall identify the grievance and the issue(s) and set forth the provisions of the Agreement involved and the remedy desired.

The following procedure shall apply to the selection of an arbitrator: Following the written notice to the designee(s) of the Provost, the Employer and the Union shall attempt to select an arbitrator. If the arbitrator is not selected within fourteen (14) days following the receipt of the written notice,

the parties will request the American Arbitration Association (AAA) to submit a list of five (5) qualified arbitrators, none of whom may be in the employ of the Employer or the Union. If one (1) of the five (5) arbitrators on the list is not mutually agreeable, the arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as arbitrator.

The Employer and the Union shall share the fees and expenses of the arbitrator equally, except in such cases where the Employer does not abide by the arbitrator's findings of fact and recommendation.

The expenses of, and the compensation for, each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative. Upon request of either the Employer or the Union, or both, a transcript of the hearing shall be made and furnished to the arbitrator. The Employer and the Union shall have an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.

In instances where the Employer does not abide by the recommendation of the arbitrator, the Employer shall bear the full fees and expenses for the arbitrator and the court reporter.

Section 5. Provisions for Arbitration

Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

Either the Employer or the Union, or both, shall notify the arbitrator of selection and upon acceptance shall forward to the arbitrator a copy of the grievance, the Employer's response at Step Three, the Union notice of intent to arbitrate, and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to the other party.

Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held on the relevant campus (e.g. Lawrence or Edwards) unless otherwise agreed by both the Union and the Employer. Grievances that are University-wide in nature will ordinarily be heard in Lawrence.

At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses. At the close of the hearing, the Employer and the Union will have a reasonable opportunity to furnish briefs if either party requests this opportunity.

The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section 1, submitted to them consistent with this Agreement, and considered by them in accordance with this Agreement.

The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement. The arbitrator shall not have any authority to

substitute their judgment regarding any academic judgment made by the Employer. However, the arbitrator can rule on the impact of such academic judgments to the extent that the effects may violate the Employer's obligations under this Agreement.

The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall include a statement of their findings of fact and decision no more than thirty (30) calendar days after the date of the hearing and submit the written decision by email to the Chief Human Resources Officer and the parties. The arbitrator may extend the time limit for good cause. The decision shall be advisory.

The Chief Human Resources Officer will direct the findings and recommendation to the final decision maker for action. The final decision maker is designated by the nature of the grievance as follows:

- termination of employment – the Chancellor;
- written warning or suspension – the Provost; and,
- contract interpretation grievances which do not deal with discipline – Vice Provost for Faculty Affairs.

The final decision maker will review the findings and recommendation and provide a written decision to both parties within ten (10) business days. The final decision maker may only take into account any evidence in the record. Failure of the final decision maker to provide a written decision within ten (10) business days shall constitute acceptance of the arbitrator's recommendation. The final decision maker will ordinarily follow the arbitrator's recommendation. If the final decision maker does not follow the recommendation of the arbitrator, they will include the reasons for the departure in the written decision. In such written decision, the final decision maker shall itemize those findings of fact and recommendations disagreed with, detailing the evidence from the record in support and further detailing the application of Federal or State law, or the MOA in support of such decision. The final decision maker's determination is a final agency action, and judicial review of the decision is pursuant to the Kansas Judicial Review Act (K.S.A. 77-601 et seq.).

Article 23: Personnel Files

Personnel Files

Section 1 - Compliance.

The Employer will comply with applicable law and policies regarding bargaining unit members' personnel file(s). Bargaining unit personnel file(s) are maintained by the Provost's Office, Human Resources, the college/school or comparable unit, and the department(s) or comparable unit(s) in which the employee is appointed.

Section 2 - Employee Access.

Bargaining unit members may review and/or receive a copy of their own personnel file(s) (except as provided in Section 3), within a reasonable time and at no cost to the employee. UAKU may

access these records under equivalent terms, provided that UAKU submits a written request which demonstrates the relevance and necessity of the requested information. Such requests shall not be unreasonably denied. UAKU shall maintain confidentiality of such materials to the greatest extent possible recognizing UAKU has a duty of fair representation to the affected bargaining unit member.

At the request of the bargaining unit member, copies of any materials in the employee's personnel file (except as provided in Section 3), shall be made available to other persons the employee designates within a reasonable time and at no cost to the employee or the employee's designee.

Section 3

Except as provided below, the employer may maintain confidentiality of the following records where required by law or written guarantees of confidentiality: Office of Civil Rights and Title IX investigative files.

In cases where disciplinary action occurs as a result of an investigation, or in the event of a grievance or appeal associated with such disciplinary action, UAKU has the right to review and receive copies of the investigative file associated with such discipline. Additionally, the University may provide copies of such investigative file materials in anticipation of expected discipline to UAKU for the purpose of discussions with the University prior to the imposition of discipline. UAKU shall maintain confidentiality of such materials to the greatest extent possible recognizing UAKU has a duty of fair representation to the affected bargaining unit member.

Confidential investigatory materials that do not result in discipline may not be used as a basis for future discipline.

Article 24: Non-Discrimination and Anti-Harassment

The employer and United Academics of KU (UAKU) affirm their dedication to the principles of equal opportunity and freedom from unlawful discrimination and harassment.

The employer acknowledges and understands that the Public Employer Employee Relations Act (PEERA) prohibits the employer from discriminating or retaliating against any employee for exercising the rights granted to the employee by PEERA.

As detailed in University policy and in accordance with Titles VI and VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Vietnam Veterans Readjustment Assistance Act of 1974, the Jobs for Veterans Act of 2002, the Kansas Acts Against Discrimination and all other applicable civil rights and nondiscrimination statutes, as amended, the University of Kansas prohibits discrimination on the basis of race, color, ethnicity, religion, sex, national origin, , age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression, and genetic information in the university's programs and activities. The University's nondiscrimination policy extends to employment

practices, conditions of employment, personnel actions and all other educational programs and activities of the University and its affiliates.

As further detailed in University policy, the University also prohibits sex-based or sexual harassment and harassment on the basis of race, color, ethnicity, religion, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression, and genetic information in the University's programs and activities, including if someone is perceived to have a protected characteristic or identity.

International faculty and academic staff are full and equally valued members of the KU community and will be treated as such to the extent allowable by law.

The following person has been designated to handle inquiries regarding the non-discrimination and anti-harassment policies and procedures and is the Title IX coordinator:

Director of the Office of Civil Rights and Title IX, civilrights@ku.edu, Room 1082, Dole Human Development Center, 1000 Sunnyside Avenue, Lawrence, KS 66045, 785-864-6414, 711 TTY

The following office has been designated to handle disability accommodation inquiries:

ADA Resource Center for Equity and Accessibility, 1246 W. Campus Road
Lawrence, KS 66045, 785-864-4946, FAX: 785-864-5790, accessibility@ku.edu

A bargaining unit employee who is a qualified individual with a disability may request a reasonable accommodation which would enable such individual to perform the essential functions of their job as provided within University policy. In accordance with applicable law and University policy and procedures, the University will grant necessary and reasonable accommodations if providing such accommodations will not create an undue hardship on the operation of the University's business.

Accessibility of the University will be a standing agenda item at the parties' Labor-Management meetings referenced within Article 7.

More information about non-discrimination, anti-harassment and disability accommodation policies of KU can be found at:

http://policy.ku.edu/ioa/nondiscrimination

https://policy.ku.edu/IOA/discrimination-complaint-resolution

https://policy.ku.edu/civil-rights/hearing-procedures-complaints-sexual-harassment

https://policy.ku.edu/civil-rights/mandatory-reporting

https://policy.ku.edu/civil-rights/racial-ethnic-harassment-policy

https://policy.ku.edu/civil-rights/sexual-harassment

https://policy.ku.edu/civil-rights/title-ix-resolution-process

https://policy.ku.edu/IOA/disability-ADA-issues

https://services.ku.edu/TDClient/818/Portal/KB/ArticleDet?ID=20866

https://policy.ku.edu/human-resources/workplace-violence-policy

Information found within these policies is subject to periodic revision by the University. Prior to making substantive revisions to any of the foregoing policies, the University will provide thirty (30) days prior written notice to UAKU and will afford UAKU an opportunity to provide comments and recommendations as to the proposed changes. This prior notice provision shall not preclude the University from making necessary policy changes resulting from changes in the law which have an immediate or imminent effect such that affording UAKU thirty (30) days' prior written notice is not possible. In this event, the University shall provide as much prior notice as is reasonably practicable prior to implementation of a policy change.

It is agreed by UAKU and the employer that, as governed by all pertinent Federal and State law, University policies, and directives, there will be equal opportunity to applicants for employment in the appropriate unit to secure and hold employment in any field or work for which they are properly qualified, without discrimination on the basis of any of the above-listed characteristics.

The Employer and UAKU do not condone workplace bullying. Workplace bullying is covered in the University policy on Workplace Violence.

Article 25: Health and Safety

As expressed in University policy relating to Environment, Health and Safety, both bargaining unit members and the University have responsibilities to ensure that all educational, research, and campus activities are conducted safely and in a manner that protects the health of employees, students, the public and the environment.

In furtherance of this policy, the University will:

1. Maintain safe and healthy working conditions consistent with applicable Federal, State, Local and University health, environmental, and safety laws, regulations, ordinances and policies;
2. Provide reasonable safety and protective equipment, supplies and clothing, at no cost to the bargaining unit member, for the use of bargaining unit members in the performance of their job duties;
3. Provide a reasonably safe and healthy working environment;
4. Maintain an educational program in safe operating procedures;

5. Insist that all employees observe established safety regulations and practices and use provided safety equipment; and
6. Notify bargaining unit employees of any known environmental conditions that could adversely affect their health. The notifications should be made by the responsible campus officials directly to employees, with a simultaneous copy to UAKU, and include follow-up information about remediation.
7. In the event of observed, discovered or confirmed reports of imminent danger, take immediate action to stop work; protect University personnel, students, property, and the public; and require corrective action by responsible personnel to reduce hazards, minimize risk and control the danger.
8. In the event of observed, discovered or confirmed reports of regulatory non-compliance, take immediate action to stop work, and require corrective action by responsible personnel to achieve regulatory compliance.

Bargaining unit members shall immediately report any workplace health or safety issues to the appropriate contact person and/or their immediate supervisor. The University will make every reasonable effort to promptly correct any health or safety issue of which it becomes aware. Bargaining unit members who report suspected health or safety issues shall be protected from retaliation.

UAKU is permitted to appoint a representative to the Employee Safety Committee.

Health and Safety Emergencies

Consistent with the University's right pursuant to K.S.A. 75-4326(f), in a health or safety emergency, the University is permitted to take such actions as may be necessary to carry out the mission of the University. At the earliest practical opportunity, the Employer will provide information to UAKU regarding the nature of the threat and the University's responses. The Employer will provide continuing updates until the situation is resolved. UAKU may offer recommendations to the University about its response, and the University will respond to those recommendations within ten (10) business days. Upon the request of the Union, the parties shall promptly convene a Labor Management Committee meeting to further discuss the threat and the University's response. The parties recognize that the University's response may necessitate that the parties meet and confer to the extent that such response may necessitate an alteration of the parties' respective rights within this Agreement or conditions of employment.

Article 26: Facilities and Equipment

The University shall provide, manage, and to the extent reasonably possible, adequately maintain office, research and instructional space, including room capacity and configuration, location, and appropriate technology necessary to perform assigned duties, in an equitable manner consistent with institutional and pedagogical needs and the obligation of members of the bargaining unit to comply with FERPA.

In accordance with the KU policies on Energy Conservation and Temporary Closures and Reductions in Campus Services, the University shall ensure physical spaces are maintained at reasonable temperatures and noise levels. Reasonable access to physical spaces shall be provided during such times when buildings are otherwise closed.

The availability, location, and nature of the office, instructional and research space and technology necessary to perform assigned duties shall be determined by the University. Campuses to which this Agreement is applicable maintain space management policies further describing the process for space allocation. Bargaining unit members requesting new, additional or reallocated space should submit such requests to their direct supervisor, who shall forward their recommendation on such request to the Dean or the Dean's designee, or otherwise in compliance with the applicable space management policy for consideration. The University will respond to such requests in a timely manner.

The nature of any equipment or support for technology necessary to perform assigned duties shall be determined by the University. The University may require a bargaining unit member to demonstrate a need for the University to provide the equipment or support. Bargaining unit members' request for new or additional equipment or support should submit such request to their direct supervisor, who shall forward their recommendation on such request to the Dean or the Dean's designee, unless otherwise directed by University policy. The University will respond to such requests in a timely manner. Any equipment provided by the University remains property of the University.

The University shall not unreasonably disregard input from the bargaining unit member about space, equipment, access and technology necessary to perform their assigned duties. It is the obligation of the bargaining unit member to bring to the attention of their direct supervisor, who shall make a recommendation to the Dean or the Dean's designee, any unique or specific space, access, equipment or technology needs necessary to perform their assigned duties.

When reasonably possible, the Employer must provide at least one academic term's notice when moving or reassigning a bargaining unit member's assigned office, laboratory, or working space and/or when a significant alteration is planned to their workspace. The bargaining unit member shall be consulted as to how their job duties can be satisfactorily performed in the new or altered workspace.

Article 27: Emerit Status

Retiring bargaining unit members may apply to receive emerit (emeritus/emerita) status if they are at least 55 years of age, have a minimum of ten years of full-time continuous service at the University of Kansas, and are determined by the University to be in good standing at the time of retirement. Length of service is determined on an academic-year basis. In some academic units, emerit bargaining unit members have special privileges. A member need not hold a full-time

appointment at the time of retirement as long as the requirement for ten years of continuous full-time service was met earlier in the member's career. An emeritus/emerita faculty member is expected to observe in retirement the same standards of professional ethics as in their active careers (see Articles IV and V of the Faculty Code). Emeritus/emerita status is not normally recommended for persons who are leaving the university in order to accept full-time service at another higher education institution, even if the age and service criteria are met. There is no salary or emolument attached to the status other than the privileges the institution may wish to extend. The Chancellor or designee shall determine the award of emerit status in accordance with University policy.

Article 28: Phased Retirement

Subject to K.S.A. 76-746 and K.A.R. 88-12-1 through 8, bargaining unit members who are at least 55 years of age or older, who are participants in the KBOR retirement plan, and have at least ten years of full-time service, may enter into a voluntary Phased Retirement agreement that allows individuals to retain full-time equivalent (FTE) health care, retirement, death and disability benefits while working at a reduced effort. At the time of entry into the Phased Retirement program, an individual's fractional time appointment shall be calculated on the total academic or fiscal year depending on the term of the appointment and shall carry a proportionate reduction in salary. During the term of the Phased Retirement agreement, the individual remains eligible for salary increases.

Phased Retirement agreements require the approval of the Chancellor or the Chancellor's designee, who may elect to enter into such agreements when the Chancellor or designee has determined that an agreement is in the best interest of the institution.

These agreements must meet the following parameters:

1. Length: Maximum of three years in duration.
2. FTE: Minimum of 25%; Maximum of 50%.
3. Approval: Proposed plans for phased retirement require review and approval at each administrative level from the department to the Provost/Executive Vice Chancellor. Plans shall describe how the proposed phased retirement FTE would be allocated to the employee's areas of responsibility during the fall and spring semesters for those on academic year appointments or during the fiscal year for those on 12-month appointments.

By mutual consent between the University and the Phased Retirement participant, the Phased Retirement agreement can be modified by further reducing the FTE prior to the specified date of retirement or by permitting the participant to take full retirement at an earlier date.

Article 29: Benefits Provided by the State

The parties agree to accept all of the terms and conditions in employee healthcare, retirement, and benefit packages as determined by the State of Kansas to be applicable to bargaining unit members.

Article 30: Leaves

Employee's entitlement to and use of the following leaves shall be in accordance with KBOR and University policy: Paid Parental Leave, Family Medical Leave, Sick Leave, Shared Leave, Vacation Leave, Holidays, Jury and Witness Service Leave, Military Leave, Voter Leave, Disaster Service Leave, Donor Leave, Voluntary Leaves without Full Pay with Benefits, and Bereavement Leave. Except as amended in this Agreement, the Employer will comply with applicable University and KBOR policy, as well as state and federal laws regarding leaves. Where this agreement and University or KBOR policy conflict, this agreement shall prevail. Additional periods of unpaid leave may be approved at the discretion of Human Resources.

With the exception of illness or emergency, a bargaining unit member must make satisfactory advance arrangements and obtain their chair, dean or supervisor's and Human Resources approval if they will be absent from class or unable to meet their online teaching responsibilities.

During the term of this MOA and prior to the institution of any substantive changes to KBOR policy relating to any of the leaves within this Section, the University shall provide notice of the proposed change at least thirty (30) days prior to implementation of any such change for the purpose of affording UAKU the opportunity to provide comments and recommendations relating to such proposed change. Following the expiration of the comment period, KBOR shall be permitted to make such changes as it deems appropriate. If KBOR makes such changes, the University shall be permitted to change its policies for purposes of consistency with KBOR policy changes. For purposes of this paragraph, a substantive change in KBOR leave policy includes the following:

1. The accrual requirements for each category of leave.
2. The rate of accrual for each category of leave.
3. The appointments which are eligible for each category of leave.
4. The purposes for which leave may be taken.
5. Payment of accrued leave balances upon separation and reinstatement upon rehire.

The foregoing requirement does not preclude KBOR or the University from making any changes necessary for conformity with applicable Federal or State laws. Changes which do not fall within the foregoing definition of a substantive change may be made at the discretion of KBOR or the University. UAKU reserves the right to impact bargain changes to leaves in accordance with Kansas law.

Article 31: Modified Instructional Duties

It is the policy of the University of Kansas to modify the instructional duties of eligible bargaining unit members and allow for equivalent academic service when certain personal circumstances prevent them from being able to perform their instructional duties, and when such modifications are found to be in the best interest of the University's educational mission.

This policy applies immediately upon employment at the University to all bargaining unit members with regular appointments of at least 75% FTE in their units during the Fall and Spring semesters of the academic year.

Eligibility Requirements

Eligible bargaining unit members who may apply for modified instructional duties are those who are the primary caregiver or have at least co-equal caregiving responsibilities for a child, by birth, adoption or fostering, or who are required to care for or assist a member or members of their immediate family who are ill or disabled. Modified duties may be used in addition to sick leave or other university approved leaves as appropriate. Faculty requesting modified duties based on personal illness, health and/or disability may be eligible to request workplace accommodation, including modified instructional duties, through KU's Workplace Accommodations Procedures or through FMLA if they are taking partial leave.

Period and Scope of Modification

- Modifications to instructional duties shall be for the period of one semester. If two bargaining unit members in the family household are eligible, a total of one semester of modified duties may be taken for a particular child (or family member), either for the primary caregiver or split between co-equal caregivers.
- For eligible bargaining unit members with caregiving responsibilities for a child, the period of modified instructional duties must be taken within 12 months of the child joining the family, whether by birth, adoption or fostering.
- Eligible bargaining unit members whose requests for modified instructional duties are granted are not removed from the unit's budget and are expected to continue to fulfill all of their other duties as members of the bargaining unit during the period of modified responsibilities.

Application Requirements

The bargaining unit member must submit a written request for a modification of instructional duties for the endorsement of the faculty member's dean or the dean in which the faculty member has teaching responsibilities assigned if it is not in their home unit. Human Resources may require documentation demonstrating a qualifying event including birth, adoption, fostering, illness or disability of the bargaining unit member or an immediate family member. Requests for modification of instructional duties shall not be unreasonably denied. In the College and Schools with a departmental structure, the request should first be submitted for the recommendation of the department chair before it is forwarded to the dean for endorsement. The request should be submitted at least three months prior to the semester in which the modification is needed, except in unusual circumstances. The request must include the following information:

1. A statement describing the bargaining unit member's status as the primary or co-equal caregiver of the child or ill or disabled family member;
2. A statement explaining the need for modified instructional duties and the alternative allocation of effort by percentages; and

3. A proposal describing normal instructional duties from which the bargaining unit member would be relieved and the work to be done in its place. This work may involve significant scholarly research, new course development, curriculum development, or other work done in the best interest of the University's overall mission. The proposal must describe the work in detail, define a work product, and include a method for evaluation of the work by the department chair and/or dean during the semester.

Application Review

The chair and/or dean to whom the written request for modification of instructional duties is submitted shall review it to determine that:

1. The bargaining unit member is eligible to apply for modified instructional duties;
2. The request contains a sufficiently detailed description of the work to be done in place of the applicant's normal instructional duties, that it defines a work product, and that it states an adequate method for evaluation of the work by the department chair or dean during the semester;
3. The proposal is in the best interest of the department/program's and school/college's mission; and
4. The full range of the department's or the program's instructional responsibilities can be met without additional resources during the period of modification.

In the College and Schools with departments, the chair/director should complete a review before sending the application with their recommendation to the dean. Within thirty (30) days of receipt of the request, the dean shall submit the request and their decision about endorsement in writing, to the Office of Faculty Affairs. Upon final review, the Provost, or designee, will communicate a written decision to the applicant and the appropriate dean and department chair (if applicable). The decision of the Provost is final.

All teaching load modifications will be granted in compliance with the department's or School's expected courseload requirements for eligible bargaining unit members.

Article 32: Sabbatical Leaves

A sabbatical leave may be granted for the purpose of pursuing advanced study, conducting research studies, or securing appropriate industrial or professional experience. Included in the scope of the sabbatical leave program are in-depth study in one's field of expertise and in related fields, research projects, development of new teaching materials and concepts, development of the use of technology to enhance teaching, preparation of a manuscript, a book, a play, or other scholarly or creative activities in one's discipline and in related disciplines. The acceptance of a teaching appointment at another institution is ordinarily not regarded as an appropriate objective for a sabbatical leave.

Sabbatical leaves are granted at the convenience of the University and upon approval of the Chancellor or the Chancellor's designee. Applications for sabbatical shall be evaluated through

the procedures provided within FSRR Article VIII. Sabbatical Leaves. The denial of an application consistent with the recommendation of the University Committee on Sabbatical Leaves is non-grievable.

For sabbatical leaves, it is the Employer's responsibility to arrange coverage for classes or other duties that need coverage while the employee is on leave. In preparation for sabbatical leave, it is the bargaining unit member's responsibility to work with the unit leader, according to KU's graduate mentoring and advising policy, to identify a co-advisor or temporary faculty advisor for all graduate advisees, if they will be unavailable to continue the work during leave, and notify the academic unit and students of who is fulfilling this role in a timely manner prior to the leave taking place.

Eligibility for Sabbatical Leave

A bargaining unit member must meet the following criteria to be eligible for sabbatical leave:

(a) Six years of full-time service in a regular appointment at the University of Kansas as a tenure line faculty or academic staff member since the initial appointment or since the last sabbatical.
   (i) The academic year in which a sabbatical is taken is not counted toward the next six years of full-time service.
   (ii) Years on fractional appointment, leave without pay or other equivalent appointments are not counted.
   (iii) Years of service on adjunct, courtesy, visiting, or term appointments are not counted.
(b) The faculty applicant must have tenure before the sabbatical is taken.
(c) The academic staff appointment must be supported by a 1.0 FTE state-funded position.

Sabbatical Leave Duration & Pay

Such leave shall not be granted for a period of less than one semester nor for a period of more than one year, with reimbursement being made according to the following schedule:

(a) for nine-month bargaining unit members, half pay for an academic year, or full pay for one semester.
(b) for twelve-month bargaining unit members, half pay for eleven months, or full pay for five months.

In cases where a bargaining unit member takes an academic year or an eleven-month sabbatical, the employee will continue to be considered to be 1.0 FTE for the purposes of benefits coverage and all other perquisites that apply to full-time status at KU.

Regular salary is defined as the salary being paid at the time the sabbatical leave begins; however, it does not include administrative supplements. Outside grant funds received by the university in

support of the individual's scholarly efforts during their sabbatical leave may be used for supplemental salary, but total sabbatical leave salary in these instances may not exceed the individual's regular salary. Extra compensation received while on sabbatical leave must be within the guidelines specified in the University's Extra Compensation While On Sabbatical Leave policy.

Availability of Sabbatical Leaves

The number of total available sabbaticals annually shall not exceed 4% of the total number of faculty and academic staff in classifications eligible for sabbatical at KU Lawrence / Edwards.

Conditions Applicable to Sabbatical Leaves

While on sabbatical leave, bargaining unit members are not eligible to take other positions.

While on sabbatical leave, bargaining unit members may not conduct university work outside of the United States unless it is approved official travel and is part of the approved sabbatical leave plan.

A bargaining unit member who has been granted sabbatical leave shall, upon completion of the leave, return to the University to serve for a period of at least one year (9-12 months depending on the terms of employment). This return shall be in the semester immediately following the sabbatical leave. If a faculty member fails to return to the University, the faculty member is obligated to repay, within two years, whatever money was paid to the faculty member during the period of sabbatical leave. This obligation is prorated if the faculty member serves some but not all of the stipulated one year.

Within 90 days of the end of the academic leave, a faculty member must file a brief narrative account of the leave with the Office of Faculty Affairs using a template provided by the Office of the Provost that describes the process, products and outcomes of the work completed during the leave, with copies to the chairperson and/or dean or director of the faculty member's unit. This template will be posted on the Office of Faculty Affairs' Sabbatical Leaves website.

Except where altered by this article, sabbatical leaves will follow policy defined in FSRR Article VIII, and in the Sabbatical Leave Policies and Procedures provided by the Office of Provost and Executive Vice Chancellor. Where this article conflicts with either of those, this article takes precedence.

Article 33: Severability

Should any portion of the Agreement be determined by a duly constituted court of competent jurisdiction or administrative agency or governmental body having jurisdiction to be in conflict with any applicable law or regulation, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall meet to negotiate lawful replacement language.

The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

Article 34: Term of Agreement

Duration

This Agreement is made between the University of Kansas/Kansas Board of Regents and United Academics of KU (UAKU), AFT KS, American Federation of Teachers, American Association of University Professors, AFL-CIO, and shall take effect on the date that both parties have ratified and executed the agreement.

This Agreement shall remain in full force and effect for three years from April 15, 2026

Automatic Renewal

Unless either party provides written notice of its intent to modify, amend, or terminate this Agreement at least ninety (90) days prior to the expiration date, this Agreement shall automatically renew for successive one (1) year periods under the same terms and conditions.

Notice of Intent to Bargain

A party wishing to negotiate a successor agreement must notify the other party in writing no later than ninety (90) days prior to the expiration date of the agreement. Upon receipt of such notice, the parties shall schedule negotiations at a mutually agreeable time.

Effect of Continuation

If negotiations extend beyond the expiration date, the terms of this Agreement shall remain in effect until a new agreement is ratified by both parties, unless otherwise agreed upon.

Entire Memorandum of Agreement

This Memorandum of Agreement supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between the parties and constitutes the entire Memorandum between the parties.

The parties further acknowledge that during the negotiations which resulted in this Memorandum of Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

SIGNATURE PAGE

The University of Kansas

Douglas Girod, Chancellor

Executed pursuant to action taken by KBOR on the 20th day of April, 2026.

KBOR Chair

The State of Kansas

Secretary of Administration
Date: 04/23/26
Adam C. Proffitt

United Academics of University of Kansas, AFT-AAUP, AFL-CIO

By: Marsha J. McCartney & Emily C. Casey

Union Negotiating Team:

Stephanie Kajpust

Colin McRoberts

Kristi Neufeld

Ben Chappell

Amalia Monroe-Gulick

Dan Reuman