



**PARK UNIVERSITY**

**FACULTY COLLECTIVE BARGAINING AGREEMENT**

**2009 - 2012**

**Effective Date  
August 15, 2009**

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## AGREEMENT

This Agreement is made and entered into effective the 15th day of August, 2009, by Park University, a Missouri not-for-profit corporation (the "University") and the Park University Faculty Federation, Local 3576, Missouri Federation of Teachers, American Federation of Teachers, AFL-CIO, (the "Federation").

## RECITALS

A. The Mission Statement, the Vision Statement, E&T 2012, the Park University Shared Governance Commission's Working Definition and the Core Values of the University are the guiding tenets of the University.

B. The parties recognize that the University has a responsibility to its students to maintain high standards of education, that the parties mutually benefit from the continuous improvement of the University as an institution of higher learning, and that the Faculty and the University administration are uniquely qualified to collaboratively formulate and develop educational programs.

C. The parties also recognize that the broadest possible cooperation between them is essential to the successful determination of educational policy and achievement of the University's Mission Statement, Vision Statement, Core Values, E&T 2012 and the Park University Shared Governance Commission's Working Definition.

D. Park University and its Faculty are committed to following the Guidelines and Principles of Good Practice established by the Higher Learning Commission, as applicable to Park University.

E. The parties will promote and improve the quality of education at the University and maintain high standards of academic excellence in all phases of Teaching, Research and Service. These objectives will be advanced by an agreement setting forth the terms and conditions of employment of the Members of the Bargaining Unit.

F. The Provost and Senior Vice President of the University ("Provost") is the chief academic officer of the University and is primarily responsible for all of the University's academic programs, subject however to review by the President and the Board of Trustees. In many cases the Provost will delegate authority to others.

G. All capitalized terms in this Agreement will have the meanings set forth in this Agreement, which includes all of the terms set forth in the Glossary which is attached as **Appendix A** and incorporated by reference into this Agreement.

H. The above recitals are an integral part of this Agreement.

1.0 **ARTICLE 1. BARGAINING AGENT RECOGNITION AND UNIVERSITY MANAGEMENT RIGHTS**

1.1. The University recognizes the Federation as the exclusive bargaining agent for all of the full-time Faculty Members of the University.

1.1.1. Each full-time Faculty Member of the University is eligible to be a member (“Member”) of the Bargaining Unit if that Faculty Member is required by that Faculty Member’s University employment contract to teach students, to engage in Scholarship, to provide University Service by serving on Committees, to provide other Service and to be subject to Annual Performance Reviews that will require the Faculty Member to be professionally evaluated based upon the percentage of the Faculty Member’s time to be spent by the terms of the Faculty Member’s Appointment or Reappointment Letter; and such Member is employed in a manner described in Sections 1.1.1.1, 1.1.1.2 or 1.1.1.3.

1.1.1.1. To teach a minimum of 24 credit hours per Academic Year, and no more than one-half (1/2) of that Faculty Member's Full Load will be assigned Administrative Duties, or

1.1.1.2. Is employed as a professional librarian who normally works at least forty (40) hours per week between August 15<sup>th</sup> and May 15<sup>th</sup> during each Academic Year, or

1.1.1.3. Is employed as a Portfolio Faculty Member, and

1.1.2. The parties agree that the Bargaining Unit does not include, and the Federation does not represent, University employees who are guards, clerical personnel or Classified Personnel, Adjunct Faculty Members, personnel employed to perform non-Teaching, non-Research Services that are grant-funded, and all other employees of the University, its subsidiaries and affiliates, and, except as otherwise provided in this Agreement, all “Supervisors” as that term is defined in the National Labor Relations Act.

1.2. Members on less than 12-month contract who choose to teach less than the required hours during the regular Academic Year, as specified in the contract (24 hours if no Release Time is granted), will teach the additional hours as required during the summer Term(s) that immediately follow(s) to meet the contractual requirement. Should a Member fail to meet this obligation, the Member will forfeit pay based upon a pro-rated basis using 24 hours as the base. Alternatively, the Member may meet the required 24 hours, if approved by the Department,

Dean and Provost, by being assigned other duties either during the regular Academic Year or during the summer Terms.

- 1.3. The powers of the University to conduct its business are restricted only by the law unless there is a specific provision of this Agreement which expressly limits those powers. Neither party will adopt or maintain rules or regulations which are in conflict with express provisions of this Agreement.

## 2.0 **ARTICLE 2. ACADEMIC FREEDOM**

- 2.1. Academic Freedom is essential to the practice of Teaching and Research. With this understanding, Park University and the Federation fully acknowledge the principle of Academic Freedom in Teaching, Scholarship and publication. However, Faculty also recognizes the serious nature of responsibility that Academic Freedom entails. To acknowledge those responsibilities, Park University strives to adhere to the AAUP standard of Academic Freedom and the limitations and conditions it stipulates.
- 2.2. Each Member will, in a manner appropriate to a University Faculty Member, be free to teach, speak, conduct Research, write, publish, and advise; and to specify course content, textbooks, materials, as well as methods of Teaching and grading in each University course taught by the Member, as long as such actions are consistent with the generally accepted best practices of the Member's academic discipline, and to express ideas at any forum at the University.
- 2.3. Each Member's academic freedom is limited, however, by generally accepted best practices of the Member's academic discipline(s); by the academic purposes and standards of the University; by the description of courses in the University's Catalog; by Department or other University assessment plans and measurement of student learning outcomes; and by accreditation requirement guidelines. Each Member will assure that material used in University courses taught by that Member is relevant to the course.
- 2.4. No Member will make any claim to be a spokesperson of the University without prior written authorization of the Provost or the President.

### **3.0 ARTICLE 3. NONDISCRIMINATION AND HARASSMENT-FREE INSTITUTION**

- 3.1. The University will not discriminate against any Member because of such Member's race, religion, color, national origin, gender, sexual orientation, age, physical disability, marital status, membership in a lawful organization, peaceful and lawful political activities, or the peaceful and lawful political activities of the person's spouse or significant other.
- 3.2. No Member will harass any University student, employee, independent contractor, or any other personnel associated with the University, based upon or motivated by that person's race, religion, color, national origin, gender, sexual orientation, age, marital status, or physical disability.
- 3.3. The University will promulgate harassment-free institutional policies that will apply to the Members and to all other University employees that will be included in the Employee Handbook.
- 3.4. Both the University and the Federation agree that a hostile work environment is counter-productive to creating a peaceful and secure learning and Research environment. The University will respond to all Member complaints of hostile work environment within 45 days of receiving the complaint with a status update.

### **4.0 ARTICLE 4. SCHEDULE FOR PERFORMANCE OF DUTIES BY MEMBERS**

- 4.1. Each Member whose Appointment or Reappointment Letter provides for less than a 12-month period of employment will commence the Member's duties on the first day of the Academic Year, which starts one week prior to the beginning of fall classes and ends the day grades are due following Spring/Spring 2 classes. All other Members will commence their employment duties as provided in their respective Appointment or Reappointment Letters.
- 4.2. Each Member employed pursuant to a nine-month Appointment or Reappointment Letter will complete the performance of that Member's duties, including electronic submission of all class attendance reports and grades for the fall and spring Semesters or Terms, including arranging with the Provost for resolution of incomplete grades.
- 4.3. During each Academic Year, unless otherwise authorized in writing by the Member's Department Chair and/or Dean, each Member will be present at the University Campus Center at which the Member is to carry out the Member's University employment duties on days when the Member has classes scheduled, during the Member's scheduled Office Hours and when final examinations in the courses taught by the Member are scheduled by the office of the Registrar or

Campus Center Director, during the meetings of any Committees to which the Member is assigned, and during the times the Member is required to perform additional duties under Article 15.

- 4.4. The University will not reassign a Member to another Campus Center, or otherwise cause a Member to move geographic locations, without first having explored how the Member's Teaching Load can be met at the present location through other modes of delivery.

## 5.0 **ARTICLE 5. APPOINTMENT OF NEW FACULTY MEMBERS**

- 5.1. The Provost, after consultation with the appropriate Deans and Department Chairs, and other Administrative Officers deemed appropriate by the Provost, will determine the number and make-up of the Faculty of the University, as well as the duties assigned to each Faculty Member and the qualifications for appointment for all Faculty Members.
- 5.2. The Provost, after consultation with the Member, the appropriate Department Chairs/Associate Deans/Deans will select all University Faculty Members and designate the Primary Teaching Field and the Secondary Teaching Field, if any, of each Faculty Member.
- 5.3. The Provost, after consultation with the appropriate Dean, the Associate Deans and Department Chairs, will from time-to-time appoint such new Faculty Members as the University deems necessary. When any such new Faculty Member belongs to the Bargaining Unit, the University will deliver to each such new Faculty Member an Appointment Letter together with a copy of this Agreement, the Boyer Model, the Faculty Manual, the Employee Handbook and the Student Handbook, which copies may be in electronic format. Each new Faculty Member's Appointment Letter will set forth the new Member's: Faculty Rank, Annual Salary, Tenure-track status, number of years credited toward promotion and/or Tenure, if any; the Member's Primary Teaching Field; Secondary Teaching Field, if any; the Terminal Degree or equivalency required as a condition of the granting of Tenure to the new Faculty Member; any other requirements for promotion required as a condition of the employment of the new Faculty Member and any other conditions for the granting of Tenure; and the new Faculty Member's rights under the RA Plan and the DCR Plan.
- 5.4. If a new Faculty Member makes any alterations, changes, amendments, modifications, comments, additions or deletions (including the attachment of documents, papers or other materials) to the offered Appointment Letter, that new Faculty Member will be deemed to have rejected the University's offer of employment on the terms and conditions set forth in the Appointment Letter, and

to have made a counter-offer of employment to the University, in which case the University may, but will not be obligated to, accept that new Faculty Member's counter-offer. The new Faculty Member who wishes to negotiate changes to the offered Appointment Letter must initiate those negotiations directly with the Provost within five (5) Working Days of receiving the Appointment Letter. The University will respond with its decision within five (5) Working Days.

- 5.5. Special duties for which the University will grant Release Time, if any, to a new Faculty Member will be specified in a Member's Appointment Letter, together with the amount of Release Time, if any, granted. Each new Faculty Member who receives Additional Compensation for specific non-Teaching duties will have those duties, and the Additional Compensation specified in that new Faculty Member's Appointment Letter.
- 5.6. New Faculty Members shall receive information on how to locate the Faculty Manual and the Collective Bargaining Agreement along with the Member's Appointment Letter.

## 6.0 **ARTICLE 6. REAPPOINTMENT OF FACULTY MEMBERS**

- 6.1. During the last year of a Member's Appointment or Reappointment Letter the University will cause a written Reappointment Letter Notice for the next following Academic Year to each Member to be delivered to each reappointed Member in a manner that complies with the Notice provisions of this Agreement, on or before March 15<sup>th</sup>.
- 6.2. Each Reappointment Letter will specify the Member's: Faculty Rank, Annual Salary, Tenure-track status, number of years credited toward promotion and/or Tenure, if any; the Member's Primary Teaching Field; Secondary Teaching Field, if any, as previously determined under Section 5.2; any Terminal Degree as a condition of promotion and/or the granting of Tenure to the Member; any other requirements for promotion required as a condition of the employment of the Member, and any other conditions for the granting of Tenure; and the Member's rights under the RA Plan and the DCR Plan.
- 6.3. Special duties for which the University will grant Release Time, or for which the University pays Additional Compensation, to a Member will be included in the Member's Reappointment Letter. The amount of Release Time granted, the amount of Additional Compensation to be paid, the beginning and ending dates of the special duties, a description of the special duties, and the name of the University employee to whom the Member will report as to the performance of the special duties, will also be included in the Reappointment Letter.

- 6.4. If a Member who is sent a Reappointment Letter performed special duties for which the University granted Release Time or paid the Member Additional Compensation under that Member's immediately preceding Appointment Letter or Reappointment Letter, and if the University does not desire to have that Member perform all or part of those special duties during the Academic Year governed by the offered Reappointment Letter, then the University will notify that Member in writing of the fact that the University has not included those special duties in the offered Reappointment Letter. Such Notice will be in writing, and sent so the Member will receive it by March 15th, and may be by separate letter or may be included in the offered Reappointment Letter.
- 6.5. Offers of reappointment will be governed by the following provisions:
  - 6.5.1. After the University issues a Reappointment Letter to a Member in a manner that complies with the Notice provisions of this Agreement, the Member to whom the Reappointment Letter is addressed will have until April 1<sup>st</sup> (or first Working Day thereafter) to accept reappointment to the Faculty by signing the Reappointment Letter and returning it to the Provost by 4:30 p.m. on the applicable April date. If a Member does not accept reappointment in the manner required by the preceding sentence, that Member's University employment will terminate as of the end of that Member's current employment and such termination will be recorded as a voluntary termination of employment by that Member for failure to accept reappointment. However, the University, in its sole discretion may elect to contact any Member who has failed to accept reappointment and to send a subsequent Reappointment Letter that contains different employment terms and sets forth a different date by which the Member must accept or reject the offer of employment.
  - 6.5.2. If a Member makes any alterations, changes, amendments, modifications, comments, additions or deletions (including the attachment of documents, papers or other materials) to the Member's Reappointment Letter, that Member will be deemed to have rejected the University's offer of employment on the terms and conditions set forth in the Reappointment Letter, and to have made a counter-offer of employment to the University, in which case the University may, but will not be obligated to, accept the Member's counter-offer. If a Member wishes to negotiate changes to the offered Reappointment Letter, they must initiate those negotiations directly with the Provost within five (5) Working Days of receiving the Reappointment Letter. The University will respond with its decision within five (5) Working Days.
- 6.6. To provide Park University with sufficient time to hire replacements, Faculty

Members are expected to give a minimum of thirty (30) days notice of imminent resignations. A notice of resignation will be put forward in writing to the Department Chair and will specify the date on which the resignation takes effect.

## 7.0 **ARTICLE 7. FACULTY MANUAL**

- 7.1. The University and Faculty will collaborate to annually review and update the Faculty Manual, and assure that it conforms to the CBA.

## 8.0 **ARTICLE 8: PROFESSIONAL RESPONSIBILITIES OF FACULTY.**

- 8.1. Park University and the Federation agree that Faculty Members have professional responsibilities that include Teaching and Advising, Scholarship, which includes Creative Activity, and Service. Both parties acknowledge that these are necessary activities that improve both the reputation of the Faculty Member's profession and the institution at which that Member teaches. The Faculty Member is expected to demonstrate commitment to these responsibilities, and to continually work toward excellence in all areas listed above.
- 8.2. With regard to Teaching and Advising, Faculty Members have the responsibility to engage in activities that ensure they are current in their respective disciplines and that they continually increase their understanding of pedagogical process that promote both learning and assessment. The Faculty Member will provide students with clear and explicit expectations, including the means of assessment, and be available to consult on academic matters with their students.
- 8.3. With regard to Scholarship, the Faculty Member shall engage in activities that help to organize and contribute to the body of knowledge in their respective disciplines.
- 8.4. With regard to Service, the Faculty Member shall engage in activities that further enhance the standing of the University, the College, the Department, the discipline and the community at large.
- 8.5. Park University and the Federation agree that the primary professional responsibility of Faculty Members is Teaching. Both parties agree that Faculty Members are expected to fulfill such obligations as Teaching assigned classes, submitting attendance records and grades. Faculty Members will also participate on Committees, keep posted Office Hours at times beneficial to the students, and participate in student enrollment and registration. When absent from regularly assigned duties, the Faculty Member will submit an Absence Report to the Department Chair, who will file a copy with the Dean.

## 9.0 **ARTICLE 9. PERFORMANCE REVIEWS OF MEMBERS**

- 9.1. Each Academic Year, by October 1, Faculty Members are required to submit one Performance Accomplishment Report as part of the Annual Performance Review process. The first part of this Report describes the Member's activities/accomplishments in the areas of Teaching, Scholarship, and Service during the previous Academic Year. The second part of this Report describes the Member's plans (Professional Development Plan) for activities in the areas of Teaching, Scholarship, and Service during the current Academic Year.
- 9.2. Each Member, with guidance from his/her Academic Supervisor, will develop a written annual Professional Development Plan that sets forth a program for that Member's Professional Development in Teaching, Scholarship, and Service for the current Academic Year. Each Member's Professional Development Plan will include objectives that are realistic and that will call for the continued Professional Development of that Member. Under normal circumstances, each Member will be expected to accomplish the objectives set forth in that Member's Professional Development Plan.
- 9.3. The University will support the Professional Development of each Member with advice, time, financial assistance, facilities, equipment and/or administrative assistance, as appropriate, and subject to annual budgetary constraints.
- 9.4. Each Member will subject that Member's Professional Development Plan to his or her Academic Supervisor. For example, the Faculty Member will submit the plan to the Chair, the Chair will submit the Plan to the Dean.
- 9.5. Each Member's Professional Development Plan will allow for comments by the Member's Chair and Dean.
- 9.6. Each Member's Annual Performance Review, evaluating the Member's performance in Teaching, Scholarship, Service and Collegiality, will use criteria, if available, that are discipline-specific, departmentally-developed, and University-approved, taking into account provisions as set forth in **Appendix G**.
- 9.7. Each Member's Annual Performance Review will allow for comments by the Member's Chair and Dean, and for Member comments prior to signature of the Dean.
- 9.8. Annual Performance Reviews of all Members will be governed by the provisions set forth in attached **Appendix E**, which is incorporated by reference into this Agreement.

9.9. Post-Tenure Reviews of Tenured Members will be governed as set forth in attached **Appendix F**, which is incorporated by reference into this Agreement.

**10.0 ARTICLE 10. NON-REAPPOINTMENT OF NON-TENURED MEMBERS**

10.1. The employment of a non-Tenure Track Member, or a Tenure-Track Member who has not been granted Tenure, may be terminated at the sole discretion of the University, after consultation with the Provost, the Member's Dean, the Member's Department Chair, and the University Personnel Panel.

10.2. When the University decides not to reappoint a non-Tenured Member, the University will notify the Member of the University's decision not to reappoint on or before December 15th of the current Academic Year.

**11.0 ARTICLE 11. TENURE AND PROMOTION**

11.1. The University may employ non-Tenure Track Faculty Members. The goal of the University will be to maintain at least fifty percent (50%) of the full-time Faculty Members as Tenured Members or non-Tenured Members on Tenure Track.

11.2. After a maximum of five years of continuous employment as a full-time Faculty Member, (as outlined in Article I), and subject to favorable Annual Performance Reviews, the University may change that Member to a Tenure Track, with full credit for such years of employment. When the University changes a Member's status to a Tenure Track, the University will specify in the Member's Reappointment Letter the credit toward Tenure that the Member will receive for previous Teaching experience.

11.3. The employment of a Member who has been granted Tenure by the University, will be protected from termination except for just cause, Retrenchment, or retirement.

11.4. The decision of whether to grant Tenure to, or withhold Tenure from, any Member is the sole and exclusive right of the University and the decision of whether to grant Tenure to a Member will be made by the Board of Trustees, after consultation with the President and Provost, after the Provost has consulted with the Member's Dean, Department Chair, and the University Tenure Committee, subject only to the terms and conditions of the remaining sections of this Article.

11.5. A Member on Tenure Track must apply for Tenure during his or her sixth Tenure-earning year, as indicated in the Member's letter of appointment. A minimum of two (2), consecutive, full Academic Years of Teaching experience at Park University is required prior to applying for Tenure.

- 11.6. If the University grants Tenure credit to a new Faculty Member for previous Teaching experience, the amount of Tenure credit granted, not to exceed three (3) years by the University, will be stated in the Appointment Letter issued to the newly employed Tenure-Track Faculty Member.
  - 11.6.1. The University reserves the right to grant Tenure to newly appointed Faculty Members, if such Faculty Members held Tenure at another accredited institution of higher learning immediately prior to their employment at Park University.
- 11.7. If a Tenure-track Member is not granted Tenure during the Member's sixth Tenure-earning year, the employment of the Member will be terminated and the Member will receive a terminal year contract. However, the University in its sole discretion, after consultation with the Personnel Panel and Tenure Committee, may offer employment on an Academic Year to Academic Year basis to Members who are denied Tenure.
- 11.8. A Member who is granted a leave of absence by the University will receive no Tenure credit for the duration of the leave of absence unless the University is required to grant Tenure credit by Section 17.2 and Article 18 of this Agreement or the Uniformed Services Employment and Re-employment Rights Act ("USERPA"). A Member's Tenure status or credit will be frozen during the term of any leave of absence granted by the University and will be reinstated upon resumption of employment as a full-time Faculty Member.
- 11.9. A Member whose University employment as a full-time Faculty Member is terminated as a result of Retrenchment, and who is later re-employed by the University as a full-time Faculty Member, will be granted the same Tenure status and credit toward Tenure as the Member had at the time of the Retrenchment termination of employment.
- 11.10. Members will be considered for promotion based upon an evaluation of their Teaching effectiveness, Scholarship (**as defined in Appendix G**) and Service. Faculty Members in each academic discipline, in consultation with the Department Chair, Dean, and Provost, will establish discipline-specific criteria for the evaluation of Members in the areas of Teaching effectiveness, Scholarship and Service.
- 11.11. Members will become eligible for promotion according to the following schedule:
  - 11.11.1. A Member who is an Instructor will be eligible to be considered for promotion to Assistant Professor after three consecutive Academic

Years of continuous employment by the University as a full-time Faculty Member or upon completion of the Member's Terminal Degree, whichever occurs first.

11.11.2. An Assistant Professor will be eligible to be considered for promotion to Associate Professor after five consecutive Full Academic Years of employment by the University as a Faculty Member.

11.11.3. Associate Professors will be eligible for promotion to Professor after five additional consecutive full Academic Years of employment as a Faculty Member by the University.

11.11.4. If the University grants credit towards Promotion to a new Faculty Members for previous Teaching experience, the amount of Promotion credit granted, not to exceed three (3) years by the University, will be stated in the Appointment Letter issued to the newly employed Tenure-Track Faculty Member.

11.12. Each Administrative Officer of the University who was a Member of the Bargaining Unit at the time of appointment as an Administrative Officer will retain that Member's Faculty Rank and Tenure, if any, during that Member's term as an Administrative Officer. Such an Administrative Officer may advance in Faculty Rank, earn credit toward Tenure and be granted Tenure during that period, provided, that Member teaches at least six (6) credit hours each year. Upon completion of an assignment as an Administrative Officer, a Member granted Tenure by the University, will be reassigned as a Faculty Member. No Member will be displaced as a result of this reassignment. The Annual Salary of a Member who ceases to be an Administrative Officer, will be determined by the University, but will not be below the minimum salary ranges set forth in **Appendix C** of this Agreement.

11.13. A Non-Tenured Member who is scheduled for more than six (6) hours of Release Time during any Academic Year may elect, in consultation with their Chair and Dean, not to have that year earn credit towards Tenure.

## 12.0 **ARTICLE 12. RETRENCHMENT**

12.1. "Retrenchment" is a process to reduce costs, expenses, liabilities and to otherwise act to protect the financial health of the University, that may be initiated by the University when the University has determined that such actions are necessary due to budgetary or programmatic considerations that require discontinuance, curtailment, modification or redirection of a College, School, Department or Campus Center.

- 12.2. When Retrenchment requires the termination of a Member's University employment, the reason for that termination will be shared with the Federation Executive Council prior to the termination of any such Member. Before Retrenchment is implemented, the University will consult with the Federation and explore alternate means of resolving the circumstances requiring Retrenchment. To make such exploration meaningful and fully informed, the University shall provide the Federation Executive Council with statistics/financial data, alternatives considered and reasons for the anticipated Retrenchment. If the University determines that Retrenchment is necessary, the Federation Executive Council and the Member(s) affected will be notified in writing within ten (10) Working Days of the decision.
- 12.3. Except as specifically restricted by the provisions of this Article 12, the University will have the sole and exclusive right to determine: the need for Retrenchment; the scope, extent and effective date of Retrenchment; the Member(s) whose University employment will be affected by the Retrenchment and how that employment will be affected; the University course(s) and program(s) that will be affected; and, all other matters deemed necessary to implement Retrenchment.
- 12.4. The University will not utilize Retrenchment merely to avoid express provisions of this Agreement dealing with the termination of the employment of any Member or to avoid the payment of increased salaries to any Member.
- 12.5. Each Member to be retained during Retrenchment will be selected by the University based upon the needs of the University, taking into account each Member's demonstrated Teaching effectiveness, Scholarship, Service, Faculty Rank and Appointment Date.
- 12.6. A Tenured Member will be retained in preference to non-Tenured Members within a Primary Teaching Field and geographic area. A Tenured Member who will not Teach in the Tenured Member's Primary Teaching Fields due to Retrenchment will be employed by the University to teach in that Member's Secondary Teaching Fields, if any, in preference to non-Tenured Members Teaching in that Member's Secondary Teaching Field.
- 12.7. The University will not displace Adjunct Faculty Members with Retrenched Tenured Members during the Semester or Term in which Retrenchment occurs. However, after the Semester or Term in which Retrenchment occurs, such affected Members may apply to teach as Adjunct Faculty Members in the Retrenchment-affected Tenured Member's Primary Teaching Field or Secondary Teaching Field, if any, in preference to Adjunct Faculty Members. Each

Retrenchment-affected Tenured Member will be given preference over non-Tenured Retrenchment-affected Members who apply for such positions for a period of three years after the employment of the Retrenchment-affected Member is modified as a result of the Retrenchment.

- 12.8. If, within three (3) Academic Years following the effective date of Retrenchment, the University declares a vacancy in a Primary Teaching Field or Secondary Teaching Field, if any, from which a Tenured Member has been retrenched, such Tenured Member will be given a right of refusal to be re-employed by the University as set forth below.
- 12.9. If the vacancy is in a Primary Teaching Field from which more than one Member has been retrenched, an offer of re-employment embodied in a Reappointment Letter will be made first to Tenured Members rather than to non-Tenured Faculty Members. In making re-employment offers the University will consider all Members of like status (Tenured or non-Tenured), and will select the Member to be re-employed based upon the Member's demonstrated Teaching effectiveness, Scholarship, Collegiality, Service and Appointment Date and Faculty Rank.
- 12.10. When making an offer of re-appointment, the University will send a Reappointment Letter that embodies the re-employment offer to a retrenched Member, who will have twenty (20) Working Days from the date of the Reappointment Letter from the University to accept the offer in writing. The Reappointment Letter will be sent in accordance with the Notice provisions of this Agreement. If a Member makes any alterations, changes, amendments, modifications, comments, additions or deletions (including the attachment of such document, paper or other material) to the offered Reappointment Letter, that Member will be deemed to have rejected the University's offer of employment on the terms and conditions set forth in the Reappointment Letter, and to have made a counter-offer of employment to the University in which case the University may, but will not be obligated, to accept the Member's counter-offer. The University will have no obligation to respond to such a counter-offer, and instead, may rely upon the Member's rejection of the Offer of Employment set forth in the Reappointment Letter. If an offer of re-employment is not accepted, the Member to whom the Reappointment Letter was sent will lose all rights to re-employment by the University and will lose preferred status for employment as an Adjunct Faculty Member. If a Member wishes to negotiate changes to an offered Reappointment Letter, that Member should initiate those negotiations directly with the Provost well in advance of the date the signed Reappointment Letter is required to be delivered to the Provost.
- 12.11. Each retrenched Member will be obligated to assure that the Department of Human Resource Services of the University has that retrenched Member's current

mailing address. A Reappointment Letter offering re-employment by the University that is sent to the retrenched Member in a manner that meets the Notice provisions set forth in this Agreement will fully satisfy the University's obligation imposed by this Article 12.

- 12.12. A dispute between a Member and the University under this Article 12, will be subject to the Grievance procedure set forth in this Agreement, but the only issue to be determined will be whether an action by the University was unreasonable. The only relief to which a Member who files a Grievance based upon this Article 12 will be limited to a direction that the University must offer re-employment to the Member at the Member's former Tenure status and Faculty Rank at the then current pay level for the position.

### 13.0 **ARTICLE 13. PERSONNEL FILES**

- 13.1. Each Member will have the right to examine, copy and respond to materials contained in the Member's Personnel File and Professional File maintained in Academic Affairs. Each Member may, by written authorization, request that the University permit the Federation President or that Member's legal counsel to examine, copy and respond to materials contained in the Member's Personnel Files. The University will adopt and enforce policies, rules and regulations designed to maintain the confidentiality of Personnel Files of Members and those policies will be shared with the Federation.

- 13.2. Access to a Member's Personnel Files pursuant to Section 13.1 may be obtained only after the Member has authorized access by signing a release form provided by the University Director of Human Resource Services.

- 13.3. Except as otherwise provided by this Agreement or by law, the University will only include original documents in the Personnel File of each Member. Nothing in this Agreement will preclude the University from maintaining a separate non-Personnel File on any topic at any time, nor will this Agreement govern the contents of any such file. Each Member's Personnel File will include, but not be limited to the following:

13.3.1. Official transcripts from all colleges and universities attended by the Member.

13.3.2. Information relating to that Member's academic and professional accomplishments submitted by that Member or placed in the Personnel File at that Member's request.

13.3.3. Copies of all of that Member's professional evaluations (and related

documentation) contemplated by this Agreement, including but not limited to Periodic Reviews, Post-Tenure Reviews, promotion reviews, Tenure reviews, Sabbatical Plan reviews, and Sabbatical Reports.

13.3.4. Copies of all Appointment Letters and Reappointment Letters and all amendments to them.

13.3.5. A copy of that Member's curriculum vitae that is current through the immediately preceding Academic Year.

13.3.6. Any information required by University policy, which has been collaboratively formulated by the Faculty and the Administration, or by law to be included in a Member's Personnel File.

13.4. Original records maintained in a Member's Personnel File will not be annotated. Any person authorized to make such annotations who wishes to do so will first make a copy of the original document and will then make all annotations on the copy.

13.5. The University Director of Human Resource Services will cause each Member to be notified within ten (10) Working Days after any new material not referred to in Section 13.3 has been placed in that Member's Personnel File.

#### 14.0 **ARTICLE 14. ACADEMIC GOVERNANCE**

14.1. The University recognizes the importance of the Faculty Senate in the academic governance of the University and its importance in academic policy matters.

14.2. At least twice during each Academic Year up to two (2) representatives of the Federation will be entitled to meet for up to thirty (30) minutes with the Academic Affairs Committee of the Board of Trustees held in conjunction with regular meetings of the Board of Trustees held on the Parkville Campus. The Board of Trustees' meeting at which the representatives will meet with the Academic Affairs Committee, will be determined by the President after consultation with the Federation President and will depend upon the location of the meetings of the Board of Trustees and the agendas for those meetings.

14.3. The President will meet with the Federation Executive Committee or their designees on at least two separate occasions during each Academic Year to discuss matters of concern to the Faculty. Such meetings may, upon mutual agreement, be held more frequently than twice each Academic Year, the timing of which will be determined based upon the schedules of the affected parties.

- 14.4. The Provost will collaborate with the Curriculum Committee and/or the Graduate Academic Council about any proposed new academic programs.
- 14.5. In the spirit of Shared Governance and collaboration, the parties and the Members will throughout the term of this Agreement, cooperate in good faith to expeditiously meet all requirements of continuing re-accreditation from the Higher Learning Commission of the North Central Association of Colleges and Schools, and any other appropriate discipline-specific accrediting bodies.
- 14.6. The University retains the right to adjust the academic and administrative structures of the University after consultation with affected Faculty bodies.

#### 15.0 **ARTICLE 15. WORKLOAD DETERMINATION**

- 15.1. The regular duties of Members will consist of Teaching, Scholarship and Service.
- 15.2. Each Member's Teaching assignments will be determined by the Member's Department Chair /Dean after consultation with each Member, subject to approval by the Provost.
- 15.3. Under normal circumstances special duties will be assigned by mutual consent between the Member and the Member's Department Chair, and/or Dean. When The University deems it necessary, and in accordance to the best interests of the University, special duties may be assigned to the Member without obtaining mutual consent. Release Time or additional compensation will be provided for such special duties. In many cases, such Compensation for such special duties will be determined by the University in accordance with **Appendix D**.
- 15.4. The Standard Teaching Load of a full-time Faculty Member of the University is described in attached **Appendix D**, which is incorporated by reference into this Agreement. It may be modified by assigned Release Time, as specified in the Letter of (Re-)Appointment and subject to the strictures of this Agreement.
- 15.5. Each Member may submit an application ("Workload Schedule Modification Application") to modify the schedule upon which that Member will perform that Member's duties as a full-time Faculty Member so that Member's work time during the Academic Year will be concentrated or expanded. Such a Workload Schedule Modification Application must be submitted to the Member's Department Chair and/or Dean on forms designed by the Provost, and must set forth the reason and rationale for the Application. The Member's Department Chair and/or Dean, after consultation with the Member, will determine whether the Department Chair believes that the Application can be approved without detrimentally affecting the Member's Department, that Department's program and

the University in general. The Member's Department Chair will forward the Workload Schedule Modification Application to the Member's Dean with the Department Chair's determination of whether the Application can be approved without detrimentally impacting the Department's program, the Department and the University in general, together with the Department Chair's recommendation as to whether the Workload Schedule Modification Application should be granted. The Member's Dean will decide whether to grant the Workload Schedule Modification Application, and will notify the Member, the Member's Department Chair and/or Dean, and the Provost of the decision. If the Member's Dean grants the Member's Workload Schedule Modification Application, the Member's Dean will notify the Provost, who will cause an amendment reflecting the Member's Workload Schedule Modification Application schedule modifications, including such conditions as the Provost deems desirable to be made to the Member's Appointment or Reappointment Letter. If the Provost and the Member sign that amendment, the Provost will send one original amendment to the University Director of Human Resource Services for inclusion in the Member's Personnel File. The University, in its sole discretion will decide whether any Workload Schedule Modification Application will be approved, and to do so, must determine that approval of the request will not detrimentally affect the Member's Department, that Department's Program or the University in general.

- 15.6. Each Member may be assigned additional duties by that Member's Department Chair/Dean. These duties may include, but will not be limited to: non-course work for radio Faculty Members; time spent by Faculty Members preparing musical performances; preparing and reading placement examinations and comprehensive examinations; conducting assessment activities, recruiting students; interviewing and reviewing professional credentials, and making recommendations regarding the employment of prospective Faculty Members; assisting in program planning, grant writing, accreditation review and related activities; representing the University at assigned meetings; serving on judiciary boards; reviewing and making recommendations of materials pertinent to degree completion agreements; supervising Independent Study, Research, and Internships/practicums; participating in Department, School and University Committees; attending appropriate meetings; evaluating and updating University courses and programs to maintain their quality, relevance, and viability; and participating in other related professional tasks as may be necessary to implement the educational goals and maintain the financial viability of the University. If such assigned duties exceed the Member's Full Load, the University may contract to pay Additional Compensation or to grant Release Time for such activities and if so, such a Member will be compensated according to the schedule included in **Appendix D** or as otherwise agreed by the Member and the Provost.

- 15.7. When a Member's assigned courses are not offered due to insufficient enrollment, that Member will perform such additional duties as are assigned by the Member's Department Chair/ Dean in consultation with the Member's Dean and the Provost or the Provost's designee.
- 15.8. Portfolio Faculty Members who instruct in the Portfolio Program will normally supervise between seventy-five (75) and one-hundred-twenty (120) tutorials per Fiscal Year, and carry an advising load, curriculum development assignments, Committee work, administrative work or other Teaching responsibilities as set forth in **Appendix D**.
- 15.9. During any Term or Semester in which a Member is schedule to teach, that Member will reserve a minimum of two (2) hours for each three hours of Teaching Load ("Office Hours") spread throughout the week, and otherwise by appointment at times other than the scheduled Office Hours, to assist, counsel and meet students. A schedule of those reserved hours will be posted in a conspicuous location at or near the Member's University office and listed on the Member's course syllabus for each course taught by the Member. A copy of the Member's schedule will be delivered to the office of the Member's Academic Supervisor during the first full week of class meetings each Semester or Term. The above requirements apply to Office Hours for online Teaching as well, except that during online Office Hours the Faculty Member will be available by phone, email, chat, instant messaging, and/or other technologies.
- 15.10. When a decision is made to develop an Online Course, the appropriate academic unit will have fifteen (15) Working Days to determine whether the Department Chair or any other Member in the Department wishes to develop or redevelop the Online Course, and is willing and able to meet with applicable deadlines. If no Member in the Department elects to develop or redevelop the Online Course, the Academic Dean, in consultation with the Department, will identify a qualified instructor to develop or redevelop the Online Course.
- 15.11. The Workload of each Member who is a professional librarian will normally be forty (40) hours per week between August 15<sup>th</sup> and May 15<sup>th</sup>, during each Academic Year. However, the University and that Member may contract to extend such a Member's employment to include employment between May 16<sup>th</sup> and August 14<sup>th</sup>.

- 15.12. Independent Studies will be taught at the discretion of the Member, after consultation with the Member's Department Chair/ Dean. Members who teach University courses that have fewer than eight (8) students (10 students for science lab courses) will be paid at the Independent Study rate, but such Teaching will not count toward a Member's Standard Teaching Load without the permission of the Provost.
- 15.13. Development of Online and/or Blended courses will be considered equivalent to three (3) hours of Teaching Load, only in cases where a Member needs the hours to fulfill the Standard Teaching Load, and no development stipend will apply.
- 15.14. A Member who subsequently maintains on Online or Blended course will be compensated according to the scale in Appendix D.
- 15.15. If a Member needs classes to fulfill a Teaching Load, that Member will be given preference of classes in his or her Department or Discipline over adjuncts, provided the Member is qualified to teach that course.

#### 16.0 **ARTICLE 16. SUPPLEMENTAL EMPLOYMENT**

- 16.1. A Member who desires to accept employment with an employer other than the University or to undertake consulting work with third party clients during the term of their contract, before accepting such employment on consulting work, must submit a written request for permission to accept such employment. The request must be submitted to the Member's Dean through the Member's Department Chair (or Academic Supervisor), and must include the name of the proposed employer, a description of the duties of the Member, a good faith estimate of the hours and when those hours will be worked by the Member, the term of such employment, and like information for any proposed third party consulting. The request must also disclose all other employment or consulting endeavors of the Member so the Dean can make a reasonable decision as to the request. The Dean may deny the request if the Dean believes that the requested employment or consulting will unreasonably interfere with the duties of the Member at the University, including unreasonable limitations upon the Member's ability to meet the Member's professional Teaching, Scholarship, and Service obligations owed to the University as conditions of the Member's employment at the University. Any such requests must be received by the Dean at least fifteen (15) Working Days before the first day of the next succeeding Semester or Term during which the Member will teach or perform other duties for the University. The Dean will notify the Member, in writing with a rationale for the Dean's decision within ten (10) Working Days after the Dean receives the Member's request. Approvals for Supplemental Employment will be filed with the Office of Academic Affairs.

17.0 **ARTICLE 17. MEDICAL AND FAMILY LEAVE**

17.1. Each Member will be entitled to leave (“Medical Leave”), with pay, for personal illness, injury or disability as provided below:

Years of Continuous Service	Calendar Weeks Leave	Maximum Calendar Weeks Accumulated of Unused Leave
First	2	2
Second	2	4
Third	3	7
Fourth	3	10
Fifth	5	15
Sixth	5	20
Seventh	6	26

Each Member will accrue unused Medical Leave up to a total of twenty-six (26) weeks. If all accrued Medical Leave is exhausted due to a major and continuing illness, injury or disability of a Member, such Member may by written application to the Provost, and with the approval of the Provost acting in the Provost’s sole discretion, be credited with additional Medical Leave up to the amount of Medical Leave the Member would have earned based on the Member's years of employment to the University if the above limit on the accrual of Medical Leave did not exist. If the Provost grants such additional Medical Leave, the Member, after use of such additional Medical Leave may again accumulate Medical Leave at the rate corresponding with years of employment until the total of twenty-six (26) calendar weeks of accrued Medical Leave is reached.

17.2. In the event the Member qualifies for leave (“Family Leave”) under the Family & Medical Leave Act of 1993 (“FMLA”), the University will provide such medical/Family Leave as required by and any amendments thereto, unpaid leave under the FMLA will run concurrently with any paid leave taken under this Article 17.

17.3. The Member will authorize the University to obtain all medical information necessary to evaluate the Member’s eligibility for Medical Leave. The Member will cooperate with and aid the University in obtaining this information. The University will have no obligation to provide Medical Leave in the event the Member fails to authorize release of information, cooperate in the obtainment of information or if the illness, injury or disability cannot be validated by medical personnel selected by the University. The University may require a second medical opinion as a condition to determining whether to grant Medical Leave.

- 17.4. A Faculty Member requiring additional Medical Leave may receive additional days from other Faculty who agree to donate a portion of their accumulated Medical Leave to the Member. All Members must maintain a minimum of ten (10) days of Medical Leave in their own banks, and no Member may utilize donated Medical Leave beyond twelve (12) weeks.

## 18.0 **ARTICLE 18. SABBATICALS**

- 18.1. The University recognizes the value of Sabbaticals in the Professional Development of Faculty Members. Each Member will be eligible to apply for a Sabbatical after completion of six (6) years of acceptable employment by the University provided that the Member's Personnel File reflects that the Member has had favorable Periodic Reviews, and if the Member has Tenure, Post-Tenure Reviews. Each Member will be eligible to apply for additional Sabbaticals after completion of each six (6) years of University employment after the last Sabbatical. All Sabbaticals will be subject to the conditions and limitations set forth in this Article 18.
- 18.2. Time that a Member has been on Bereavement Leave, Medical Leave, and Family Leave, will not be counted toward accumulation of Service required by the University as a condition of eligibility for Sabbatical.
- 18.3. A Member who desires to apply for a Sabbatical must give notice of the Member's intent to apply for Sabbatical to the Member's Department Chair, and Dean no later than September 1<sup>st</sup> for any Sabbatical sought for the following Academic Year. An acceptable Sabbatical Plan must be submitted in writing by the Member to the Member's Department Chair no later than October 1<sup>st</sup>. The Department Chair will review the Sabbatical Plan and forward it, together with the Department Chair's recommendation to the Member's /Dean. The Member's Dean will present the Member's Sabbatical Plan to the Provost no later than October 15<sup>th</sup> for a Sabbatical the Member proposes to take during the following Academic Year. The Provost will seek a recommendation from the Personnel Panel which, after its review of the Sabbatical Plan will submit its recommendation on Member's Sabbatical Plan to the Provost no later than November 15<sup>th</sup>. Sabbatical Plans approved by the Provost and President will be submitted to the Board of Trustees at the January meeting of the Board of Trustees, and the Provost will communicate the decision of the Board of Trustees to the Member no later than February 15<sup>th</sup>.
- 18.4. A Sabbatical will be granted only upon approval by the Board of Trustees after consultation with the Provost, who must have consulted with the Personnel Panel, the Member's Department Chair and Dean. Upon completion of each Sabbatical,

the Member who took the Sabbatical will prepare a written synopsis (“Sabbatical Report”) of the professional accomplishments achieved by the Member during the Sabbatical and submit the Sabbatical Report to the Member’s Department Chair, Dean, the Provost and the Personnel Panel.

- 18.5. The term of a Sabbatical will be limited to one (1) full Academic Year at one-half (½) Annual Salary or one (1) full Semester or two (2) consecutive Terms at full Annual Salary. All Sabbaticals are expressly conditioned upon the University’s ability to reduce the Member’s Teaching schedule to accommodate the Sabbatical or to spread the Member's Work Load among other Faculty Members without undue cost to the University and upon the approval by the Board of Trustees.
- 18.6. Each Member who takes a Sabbatical must return to the University for one (1) Academic Year of full-time Teaching or assigned Administrative Duties after completing the Sabbatical. If the Provost, after consultation with the Member’s Department Chair/ Dean and the Personnel Panel, determines that Member has failed to meet the obligation set forth in the Sabbatical Plan, the Salary paid to the Member during the Sabbatical will be considered to be a loan by the University to the Member, and the Member must repay that loan with interest at prime no later than one (1) year after the date that Member was scheduled to return to full-time University Teaching employment. By acceptance of a Sabbatical a Member will be subject to all conditions imposed by the University; the University and the Member will execute an amendment to that Member’s Reappointment Letter that sets forth the terms and conditions of the Sabbatical.
- 18.7. A Member while on Sabbatical will retain the Member’s rights to participate in the GM Insurance, the DCR Plan and the RA Plan.

## 19.0 **ARTICLE 19. PROFESSIONAL DEVELOPMENT**

- 19.1. The parties recognize and agree that each Member has an obligation to teach effectively, to conduct scholarly Research, to undertake Service to enable the University to grow and develop as an academic institution. The University and Federation agree that each Member will be expected to devote energies to that Member’s Professional Development. Each Member is encouraged to be an active researcher by engaging in productive scholarly Research/creative activity.
- 19.2. To assist Members in meeting their professional development goals, the University will provide annually, in addition to the Faculty Development Endowed Fund (see **Appendix B, Section B.6**), a pool of money equivalent to \$800.00 per Faculty Member (“Budgeted Professional Development Funds”) to be used to provide additional financial support for the Professional Development of Faculty Members. At any time **Appendix C** is open for re-negotiation, the

issue of this Fund will also be open to re-negotiation.

Any Faculty Member may submit a written application (“Faculty Request for Travel Funds”) for professional development travel funds from the Budgeted Professional Development Funds. Travel Funds Applications seeking funding for a Member to make a Presentation at that Professional Meeting will be given priority over requests for only attending a conference. Such an Application must be submitted to the Member's Department Chair no later than three (3) months prior to the date on which the grant, if approved, is to be expended. The Travel Funds Application will be reviewed by the Member's Department/Program Chair, Dean, and possibly the Provost. Each Application must be on a form provided by the Provost and must include a rationale for the use of the travel funds, and must indicate the amount of funding requested. A decision on each Application will be made by the Provost no later than thirty (30) Working Days after the Provost received the application. The Provost may elect to delegate the authority to approve travel funds to the Deans.

- 19.3. During each Academic Year, the University will periodically report to the Federation the status of the Budgeted Professional Development Funds including the funds that have been expended, the funds that have been encumbered to pay for approved PD Travel Grants, and the remaining unencumbered Budgeted Professional Development Funds for that Academic Year. Such reports will be made during December and May of each Academic Year.

## **20.0 ARTICLE 20. FACILITIES AND SUPPORT**

- 20.1. The University will provide an individual office to each Member, within the limits imposed by the University budget, and by the military in any contracts with the University, which office is adequately furnished and supplied, maintained, cleaned, heated, air-conditioned, and equipped with a telephone, computer, and printer.
- 20.2. The University will provide a new computer to each Member at least every three (3) years, subject to limits imposed by the University budget, and limits and conditions imposed by the military in any contracts with the University.
- 20.3. During regular administrative Office Hours, reproduction facilities will be provided by the University without cost to each Member for the performance of the Member's University employment duties.
- 20.4. The University recognizes that the condition of infrastructure, classroom facilities, the condition and inventory of the library, and the availability of clerical help all have an effect on the quality of education provided by the University. The

University therefore, subject to budget limits will provide reasonable support to each Member and to each School.

- 20.5. The University will provide equipment necessary for their Teaching and other University responsibilities for Members who do not have access to the Parkville Campus or other Campus Centers. The University will also provide reimbursement for documented phone costs.

## 21.0 **ARTICLE 21. RETIREMENT**

- 21.1. A Member may retire either at the end of the Academic Year in which the Member attains twenty (20) years of continuous full-time employment as a Faculty Member, or at the end of the Academic Year in which the Members attains age 55 and completes ten (10) years of continuous full-time Faculty employment to the University.

## 22.0 **ARTICLE 22. GRIEVANCES**

- 22.1. A Grievance may be filed by any Member or group of Members under any provision of this Agreement, the provisions of the Faculty Handbook, or any personnel policy affecting the Faculty as a University Employee. The Federation may file a Grievance alleging violation of provision of this Agreement under Article 1, Bargaining Agent Recognition & University Management Rights; Article 22, Grievances; Article 24, Federation Rights, and Article 29, Miscellaneous Provisions. The Federation President/Grievance Officer and the Provost shall be provided with a copy of all written Grievances, Grievance resolutions, Grievance denials, notices of appeal, notices of extension, notices of filing of objections, and other correspondence between the Federation and Park University's representatives involved in the processing of Grievances. Such copies will be provided concurrently with the transmittal of the original correspondence exchanged between the Member and the parties' representatives.
- 22.2. A Faculty Member who initiates or takes part in a Grievance procedure shall not be subject to punishment or retaliation by any Administrative unit because of such participation.
- 22.3. Failure to either comply with time limits stipulated by the Grievance, as defined below, or to request an extension, on the part of any administrative agent, shall permit the Grievance to move to the next step.

22.4. When meeting with the Provost or other administrative agent during a Grievance procedure, the Member has a right to be accompanied by a representative from the Federation, and/or by the Federation's legal counsel. The Provost or designee also has the right to have University legal counsel present.

22.5. If a Member has a Grievance, such Grievances will be handled as follows:

**Step (a).** A Member with a potential Grievance will contact the Federation President within twenty (20) Working Days after the date the Grievance first arose or after the Member first learned or reasonably should have learned of the Grievance. After determining whether the incident should constitute a Grievable action, the Federation President shall provide written notice to the Provost within twenty (20) Working Days of the meeting with the initiating Member(s). In all instances where a Grievance may exist between the Federation and University that may lead to formal action by either party under this Agreement against the other, an informal conference may be held in an attempt to resolve the Grievance. If the Provost and the Federation President determine that an informal meeting may result in successful resolution of the Grievance, then the Federation President shall meet together with the affected Member, the Provost (or designee) and other affected parties in an attempt to informally resolve the Grievance. The Provost will provide the Federation President and the Member with written notification of a decision within twenty (20) Working Days of this meeting. If it is mutually determined that an informal meeting is not warranted, the process will default to Step (b).

**Step (b).** If the Grievance is not resolved within twenty (20) Working Days of an informal meeting with the Provost (or designee), or if the Provost declines an informal attempt at resolution, either party may take formal action permitted by this Agreement and by the law. The Federation President shall provide written notice of a formal Grievance to the Office of the Provost. This written notice shall state the details/incident on which the Grievance is based, the provision of the agreement or University policy that has been violated, and specify the remedy sought. Once a Grievance has been filed, the Federation representative and Provost shall within twenty (20) days of the Grievance being submitted arrange a meeting with all affected parties to discuss the Grievance and work toward an equitable resolution. If the Grievance is resolved in this step to the satisfaction of the grievant(s), the resolution will be recorded in writing, signed by all parties, and a copy provided to each signatory, the Provost's office and to Federation President/Grievance Officer. If there is no mutually satisfactory resolution, the Provost or designated administrative agent must present the reason for denial of the Grievance in writing to the Grievant(s) and the Federation President/Grievance Officer within twenty (20) Working Days following the Step (b) meeting. If no mutually satisfactory resolution is found, Grievant(s) may

move on to Step (c). Any Grievance not submitted to the Provost in writing within the twenty (20) Working Days after the Step (a) resolution attempt will be deemed to have been withdrawn by the Member.

**Step (c).** If no mutually satisfactory resolution is found within twenty (20) Working Days, the Member may submit in writing a Grievance appeal to the President within twenty (20) Working Days of the Provost's acknowledgement of unsuccessful resolution. The President (or the President's designee) may choose to meet with the Grievant, the Federation President (or designee), Federation Counsel, and other affected parties; or the President may opt to submit the Grievance to arbitration (as per 22.7). If the discussion between the President and the Member does not result in a satisfactory resolution or the Grievance is not withdrawn, the Grievance will be referred to arbitration (according to 22.7). Any Grievance not referred to the President in writing within the twenty (20) Working Days referred to in Step (b) will be deemed to have been withdrawn. The President will notify the Member and the Federation President of the final Administrative decision within twenty (20) Working Days of their meeting. Failure to notify within this period will send the Grievance to arbitration.

- 22.6. To be submitted for resolution under this Section 22.6 or to be submitted to arbitration a Grievance must genuinely involve the interpretation or application of a specific provision of this Agreement. A Grievance involving matters reserved solely or exclusively to the University or rights of management not expressly abridged or limited by a specific provision of this Agreement will not be subject to the Grievance and arbitration procedure. Tenure and promotion decisions by the University will not be subject to these Grievance procedures.
- 22.7. If a Grievance is not settled through the steps listed above and the Grievance is not withdrawn, a Grievance to be submitted for arbitration will be referred to a neutral arbitrator selected by the following method. The designated representative of the University and the Federation will select the neutral arbitrator. In the event they cannot agree upon a neutral arbitrator, they will, within thirty (30) Working Days, submit a request to the American Arbitration Association asking that the service furnish a list of seven (7) arbitrators from which a selection will be made. Each party's representative will alternately strike names from the list of arbitrators until only one name remains. The name of the person remaining will be appointed as arbitrator of the Grievance. The representative of the party requesting arbitration will make the first strike. During such selection process, the parties will meet for the purpose of preparing and signing a stipulation of the issue to be arbitrated. If the Member or the Federation fails to initiate, in writing, the selection of an arbitrator within thirty (30) Working Days after the failure of the President (or the President's representative) and Federation President (or the Federation President designated representative), to

resolve the Grievance than the Grievance will be deemed withdrawn.

- 22.8. The scope of authority and powers of the arbitrator selected under 22.7 of this Article 22 will be specifically limited and restricted as follows:
- 22.8.1. The arbitrator will have no power to add, to subtract from, change or modify any term or provision of this Agreement; but is authorized only to interpret the specific terms and provisions of this Agreement and to apply them to the specific facts of the Grievance subject to arbitration; and,
- 22.8.2. The arbitrator will have no power to establish or change any salary, benefit or condition of employment or to rule upon any Grievance or issue excluded from arbitration under Section 22.6.
- 22.9. No arbitrator, court, agency, or other tribunal will have any power or authority to find or require that the University or the Federation take or refrain from taking any action unless it is clear from this Agreement that such result was intended by the University and the Federation.
- 22.10. The valid written decision of the arbitrator will be final and binding. The expense of the neutral arbitrator will be borne equally by the parties to the arbitration.
- 22.11. The time periods specified in this Article 22 may be waived by mutual written agreement between the University and the Federation.
- 22.12. Any Grievances, filed as permitted by the provisions of this Article 22 may be submitted directly to arbitration upon mutual written agreement between the University and the Federation.
- 22.13. Information, or access to information, that is material and relevant to a Grievance filed as permitted by the provisions of this Article 22 will be made available by the party who possesses it, provided the information required is necessary to the processing of the Grievance and further provided that such information would not violate a party's or other person's right to privacy or legal privilege.
- 22.14. In such cases where the Federation determines that the University has committed an inappropriate action (that does not rise to the level of a Grievable offense), the Federation may file a Letter of Concern (or a Member may request such a letter be filed on their behalf) to draw administrative attention to concerns of the Members.

**23.0 ARTICLE 23. NO STRIKE/NO LOCKOUT**

- 23.1. The University agrees that during the term of this Agreement there will be no Lockout of the Members by the University. For purposes of this Agreement, “Lockout” will mean refusal by the University to utilize Members for the performance of the work that Members are obligated to perform pursuant to this Agreement and their respective Appointment Letters and Reappointment Letters.
- 23.2. The Federation agrees that during the term of this Agreement there will be no Strike by any of the Members. For the purposes of this Agreement, “Strike” will mean any form of concerted action by Members that interferes with duties of person employed by the University, or any of the University’s independent contractors, suppliers, vendors or service providers, refusal of Members to perform duties, any walkout, curtailment or stoppage of work or picketing by Members on any Campus Center or other property of the University. In the event of any violation of the preceding section whether or not officially authorized by the Federation, any Member found to have engaged in any Strike or any other activities prohibited by this Agreement or by law, instigated, actually or tacitly supported, or fomented such activities will be subject to discipline including discharge by the University. Any arbitration regarding such discipline or discharge of any Member will be limited to the question of whether the Member engaged in the acts alleged. The Federation will not be financially liable for actions of Members over which it is unable to exercise effective control so long as the Federation has made reasonable efforts to prevent any Members from engaging in any Strike or other activities prohibited by this Agreement.
- 23.3. In the event of any violation of the two preceding sections, and in addition to other remedies available to the University or the Federation, either party will be entitled to injunctive relief, including a temporary restraining order, in any court of competent jurisdiction. In the event that the two preceding provisions have been violated, such injunctive relief will be available without regard to whether or not there is an underlying dispute that is otherwise subject to the Grievance and arbitration procedures set forth in this Agreement.

**24.0 ARTICLE 24. FEDERATION RIGHTS**

- 24.1. The University will allow the Federation reasonable access to a University meeting room, duplication services, email and internet services, and internal distribution services through the University mailroom for its use in communicating with Members. The Federation will pay for its own paper and supplies and for any reproduction services provided by the University.

- 24.2. The University grants to the Federation the right to have Federation dues withheld from the pay of Members who authorize such withholding in writing. The Federation will provide to the University a written authorization signed by each Member who wishes to authorize Federation dues to be withheld by the University that will indicate the amount to be deducted. A Member's written authorization must be received by the University Accounting Office fifteen (15) days prior to the end of the month in which it is submitted. Otherwise, it will take effect the following month. Dues will be deducted from the Member's salary on or before the tenth (10th) day of each calendar month. The University will pay to the Federation the total dues deducted from Members' salaries the previous month. Upon written notification to the University and the Federation President, any Member may revoke the Member's dues deduction authorization, but such revocation must be in writing, signed by the revoking Member and delivered to the University Accounting Office.
- 24.3. The University shall provide the following information annually to the Federation President:
- 24.3.1. List of Faculty Members covered by the Bargaining Unit, indicating name, rank, Department(s) as discipline(s), furnished to the Federation within thirty (30) days of initial appointment.
- 24.3.2. Such a list will be furnished within thirty (30) calendar days after this Agreement is signed and updated annually at the beginning of each Academic Year.
- 24.3.3. The University will provide the Federation use of facilities to hold meetings and communicate with its Members.
- 24.3.4. The Federation has the right to accompany and speak for a Member or group of Members in all Grievance procedures. This includes the right to communicate with the administration on behalf of any Members at the Member's request.

## 25.0 **ARTICLE 25. SALARIES AND BENEFITS**

- 25.1. The Annual Salaries and Additional Compensation to be paid to Members and the fringe benefits and Release Time to be provided to Members during the term of this Agreement are set forth in **Appendices B, C, and D**, which are, attached and incorporated by reference into this Agreement.

## 26.0 **ARTICLE 26. INSTITUTIONAL ROLES OF MEMBERS**

- 26.1. The full-time Faculty has primary responsibility for such fundamental academic areas as program curricula, methods of instruction, Scholarship and Research. Members also are expected to play a significant role in those aspects of student life which relate to the educational process and in the determination of Faculty status of other Members, including Faculty appointments, reappointments, decisions not to reappoint, promotions, Faculty Rank, the granting of Tenure, dismissal, and the granting of Sabbaticals. The role of the full-time Faculty in the shared academic governance of the University derives from the recognition that Faculty Members as scholars, in a particular field or activity, have the disciplinary and professional expertise and competence to evaluate the professional work of their colleagues; in such evaluation of the competence of colleagues it is implicit that those charged with such responsibilities will be called upon to make both adverse and favorable judgments.
- 26.2. Judgments in these matters, should first be made by the Faculty acting through established procedures, reviewed and approved by the Provost and all subject to the approval of the President and the Board of Trustees. With regard to these matters final decisions belong to the Board of Trustees.
- 26.3. The full-time Faculty establishes the requirements to be met by students seeking University degrees, including which courses will be required, and whether the candidates for those degrees have met those requirements. The full-time Faculty also recommends to the President which degrees should be granted to candidates who have met all degree requirements.
- 26.4. The procedure for developing course schedules for upcoming Semesters and Terms is as follows. Each Department Chair/ Dean or Campus Center Academic Director will consult with the affected Faculty Members and will develop course schedules, specific course titles, the number of courses to be offered each Semester and Term. Each Department Chair will submit the proposed course schedules to the appropriate Dean. The Dean will submit those schedules to the Provost.
- 26.5. In finalizing course schedules and assignments, each Department Chair, and Campus Center Academic Director in consultation with the appropriate Dean, will consider:
  - 26.5.1.1. The qualifications of the full-time or Adjunct Faculty Member who will teach the course.

- 26.5.1.2. The needs of the University programs, and the University Departments, and
- 26.5.1.3. The Workload of the full-time Members and Adjunct Faculty Members.
- 26.5.1.4. Those things being equal, the Appointment Date of the full-time qualified Faculty Members who have indicated interest in Teaching courses within their Primary Teaching Field and Secondary Teaching Field, if any.

## 27.0 **ARTICLE 27. NOTICE PROVISIONS**

- 27.1. All Notices required to be given under this Agreement must be in writing, and will be deemed to have been properly given if:
  - 27.1.1. Mailed through the U.S. Postal Service via certified mail, return receipt requested—in which case Notice will be deemed received on the date the U.S. Postal Service has notified the addressee that the certified letter has been received by the U.S. Postal Service and is available for pick-up; or
  - 27.1.2. Hand delivered by a commercial delivery service, and the delivery service provides to the sending party written evidence of the delivery of the Notice; or
  - 27.1.3. Hand delivered by an employee of the University, who provides written certification of the delivery, including date, time, place and to whom the Notice was delivered, which certification will include a receipt signed by the recipient if the recipient is willing to sign a written receipt, but if not, then the certificate of the delivering employee will be sufficient if it indicates that the recipient declined to sign the receipt; or
  - 27.1.4. Electronic or fax Notice provided that the parties have agreed in writing that the particular Notice may be sent by electronic or fax media, as the case may be.

- 27.1.5. If the Notice is to be given to the University, it will be sufficient if given to the officer of the University and at the address shown below:

Park University  
Attn: Provost and Senior Vice President  
The Office of Academic Affairs  
8700 N.W. River Park Drive  
Parkville, MO 64152

- 27.1.6. If the Notice is to be given to the Federation, it will be sufficient if given to the following officer of the Federation as the address shown below:

Park University Faculty Federation, Local 3576  
Missouri Federation of Teachers, AFL-CIO  
Attn: President of the Federation  
Park University  
8700 N.W. River Park Drive  
Parkville, MO 64152

- 27.2. If the Notice is to be given to any Member, it will be sufficient if given to the Member at the last address of the Member that the Member has provided, in writing, to the University Department of Human Resource Services.

- 27.3. The University may change its address by giving Notice of the change to the Federation in a manner which meets the requirements of this Section 27, to the Federation; the Federation may change its address by giving Notice of the change to the University in a manner which meets the requirements of this Section 27; a Member may change the Member's address by giving a new address to the University Department of Human Resource Services.

## 28.0 **ARTICLE 28. MISCELLANEOUS PROVISIONS**

- 28.1. If during the term of this Agreement, any provision of this Agreement is deemed to be in conflict with federal or state law, such provision will continue in effect only to the extent permitted by such law, and if any provision of this Agreement is or becomes legally invalid such legal invalidity will not affect or impair any other provision of this Agreement. In the event a provision becomes legally invalid, the parties will, upon request of either Party, meet to discuss the portion of this Agreement that has become invalid.

- 28.2. This Agreement supersedes all other agreements and constitutes the sole and exclusive agreement between the parties. In the event of any conflict between the terms of this Agreement and any rules, regulations or policies of the parties, this

Agreement will prevail. If there is a conflict between the terms of an Appointment Letter or a Reappointment Letter and the terms of this Agreement, or between the terms of this Agreement and the Faculty Manual, or between the terms of this Agreement and the Employee Handbook, this Agreement will control, unless such conflict results from a change in the law, in which case the law will control.

- 28.3. The University and the Federation may during the term of this Agreement, by mutual agreement, initiate negotiations on any subject, whether covered by this Agreement or not.
- 28.4. The University and the Federation, through designated representatives, will meet no earlier than February 1, 2010 but no later than March 1, 2010, to negotiate Appendix C, and if requested by either side, Appendices B and D.
- 28.5. This Agreement does not establish a separate and distinct Graduate Faculty, but does not limit the establishment of a distinct Graduate Faculty by the Graduate Academic Council.
- 28.6. This Agreement will be effective August 15, 2009 and will continue in effect through August 14, 2012 and thereafter by automatic renewal from year-to-year unless Notice in writing is given on or before September 1, 2011, by either party to the other party that the notifying party desires to negotiate changes to this Agreement and the nature of the desired changes or, in the case of automatic renewal of this Agreement, by September 1<sup>st</sup> of any succeeding fall before expiration of any such automatically renewed term. The party receiving notification in writing by the notifying party must, within ten (10) Working Days respond in writing to the notifying party. By September 15, 2011, the parties will meet and establish a timetable for negotiations. A proposed collective bargaining agreement will be negotiated by January 15, 2012 so that the Federation will be able to submit that proposed collective bargaining agreement to its membership in time for such collective bargaining agreement, if approved by the voting Members of the Federation, to be considered by the University Board of Trustees at its January 2012 meeting.
- 28.7. At any time this Agreement calls for a decision to be made by a specific University Administrative Officer, and the office is vacant or that officer is unavailable, then the decision may be made by the next available University Administrative Officer with authority to act.
- 28.8. The University will provide a copy of this Agreement to any Member who requests it. Such copies may be provided in electronic format. The posting of this Agreement online by the University or the Federation constitute delivery of a copy of this Agreement to all Members.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PARK UNIVERSITY FACULTY  
FEDERATION, LOCAL 3576  
MISSOURI FEDERATION OF  
TEACHERS, AMERICAN  
FEDERATION OF TEACHERS,  
AFL-CIO

PARK UNIVERSITY, a Missouri  
nonprofit corporation

BY: \_\_\_\_\_  
John Hamilton, Ph.D.  
President

BY: \_\_\_\_\_  
Beverley Byers-Pevitts, Ph.D.  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A

### GLOSSARY

<b>AAUP:</b>	American Association of University Professors
<b>Academic Year:</b>	August 1 - May 30.
<b>Active Adjunct Faculty Member:</b>	An Adjunct Faculty Member who has taught a minimum of one (1) course during the last two (2) Academic Years, or whose application has been reviewed by a Program Coordinator during the Fiscal Year.
<b>AD&amp;D Insurance:</b>	Accidental death and disability insurance provided by the University as described in <b>Appendix B</b> .
<b>Ad Hoc Committee:</b>	A temporary grouping of individuals appointed by the Faculty Senate, the Provost or the President that meet to make recommendations.
<b>Additional Compensation:</b>	Any compensation paid to a Member that is not part of the Member's Annual Salary.
<b>Adjunct Faculty:</b>	The Adjunct Faculty Members.
<b>Adjunct Faculty Member:</b>	An auxiliary Faculty Member who teaches University students, but who is not a Member of the Bargaining Unit.
<b>Administrative Duties:</b>	Major supervisory duties that are assigned to a Member that change a portion of a Member's Standard Teaching Load, such as the coordination of a University Program or Department activities (e.g. Department Chair). For the purposes of this Agreement, activities such as student advising and Committee assignments are not considered Administrative Duties.
<b>Administrative Officer:</b>	Any non-Member employee of the University who is responsible for making major administrative decisions about the functioning of the University.
<b>Agreement:</b>	This Agreement, which is the collective bargaining agreement between the University and the Federation.
<b>Annual Compensation:</b>	A Member's Annual Salary plus all Additional Compensation paid by the University to that Member.

<b>Annual Salary:</b>	The amount designated as a Member's Annual Salary in the Member's Appointment or Reappointment Letter.
<b>Appointment Date:</b>	The date on which a Member's initial appointment as a Faculty Member became effective, which is the date on which that Member's employment begins.
<b>Appointment Letter</b>	A letter that offers a University Teaching position to a new instructor who, if hired as a full-time Faculty Member by the University would become a Member, which will outline the Annual Salary and the obligations of the person to whom the Appointment Letter is addressed, which if signed by the addressee, will result in that person's employment by the University; such an Appointment Letter will be used when offering employment to a non-University employee, and when offering a position to an existing Member that is significantly different from the position the Member occupied at the time the new Appointment Letter is delivered. When an Appointment Letter has been signed on behalf of the University, and by the person to whom the employment offer has been made, the Appointment Letter, together with this Agreement, will constitute the agreement upon which employment has been accepted.
<b>Bargaining Unit:</b>	The Members.
<b>Bereavement Leave:</b>	Leave for bereavement as described in the Employee Handbook.
<b>Board of Trustees:</b>	The governing board of the University.
<b>Boyer Model:</b>	A model of Scholarship based on Ernest L. Boyer, <i>Scholarship Reconsidered: Priorities of the Professoriate</i> . (Stanford, CA.: The Carnegie Foundation for the Advancement of Teaching, 1990) and other writings by Earnest L. Boyer, as are published by The Carnegie Foundation for the Advancement of Teaching, and other publishers, as described in attached <b>Appendix G</b> , which is incorporated by reference into this definition and by use of this definition.
<b>Budgeted Professional Development Funds:</b>	The type of funds that the University will provide for Faculty Professional Travel that are described in Article 19.
<b>Campus Center:</b>	A location at which the University offers academic programs, in face-to-face and/or online class format.

<b>Campus Center Academic Director:</b>	The University's senior academic officer at a Campus Center other than the Parkville Campus Center that reports to an Associate Dean/Dean.
<b>Campus Center Director:</b>	The University's senior Administrative Officer at a Campus Center other than the Parkville Daytime Campus Center
<b>Catalog:</b>	The current Undergraduate Catalog and/or Graduate Catalog published yearly by Park University that constitute the contract between the University and the students who are admitted when the Catalog is in effect.
<b>CDL Dean:</b>	The Dean of the University College for Distance Learning.
<b>Classroom Observation:</b>	The observation of a Member by another Faculty Member or Academic Supervisor as that Member teaches a Class, which observation is carried out as a part of a Performance Review or a Post-Tenure Review.
<b>Classified Personnel:</b>	Those employees who are exempt from federal wage and overtime provisions under the U.S. Fair Labor Standards Act.
<b>College:</b>	A major academic unit of the University headed by a Dean who is responsible for the Schools within that College.
<b>College for Distance Learning:</b>	The unit of the University responsible for distant operations.
<b>Collegiality:</b>	The ability of a Member to work cooperatively and professionally with others at the University; the willingness to advance the University and make it a better institution; the mutually respectful sharing of intellectual authority and professional responsibility for the quality of the University curriculum, instruction and its assessment, scholarly/creative works, and the University culture of learning; the discharge of professional responsibilities in a reliable, conscientious, energetic, civil and effective manner that includes mutual respect, freedom of speech, open-minded consideration of ideas, and the principles of good citizenship for the common good of the University and its student learners.
<b>Committee:</b>	A Faculty Senate Committee or a University Committee.
<b>Committee Chair:</b>	The person who presides over a Committee.
<b>Community Service:</b>	This term has the meaning ascribed to it in the Boyer Model.

<b>Curriculum Committee:</b>	A University Committee charged with the review of all matters pertaining to undergraduate curricula.
<b>DCR Plan:</b>	The 403b defined contribution retirement plan of the University as described in <b>Appendix B</b> .
<b>Dean:</b>	A University Administrative Officer who provides academic leadership for one of the Colleges or Schools.
<b>Department:</b>	An academic unit headed by a Department Chair that is responsible for a program or group of programs of study within a School.
<b>Department Chair:</b>	An employee of the University who provides academic leadership for a Department.
<b>Department Chair/Associate Dean/Dean:</b>	Means that any time the designated title has no employee occupying that position, the decision will default to the administrator who would supervise that employee.
<b>Dependent:</b>	This term has the same meaning as is ascribed to it in the United States Internal Revenue Code and related Regulations, as amended from time-to-time.
<b>Director:</b>	A full-time administrative professional employed by the University who is responsible for an administrative unit of the University.
<b>Distance Learning:</b>	That educational process that occurs when instruction is delivered to students who are not taught face to face and with whom the instructor communicates through remote communications media that includes either one-way or two-way communications that are written, electronic, and/or sent via other media forms.
<b>Effective Date:</b>	August 15, 2009.
<b>Employee Handbook:</b>	A manual written and maintained by the University that provides information about University policies, procedures, benefits and other matters, and information of interest to all University employees, whether or not those employees are Members.
<b>Enrollment Adjustment Period:</b>	Shall have the meaning ascribed to it in the current Catalog.
<b>E&amp;T 2012:</b>	Explorations and Transformations 2012: Access to Excellence (E&T 2012): is the University's ten-year strategic plan.

<b>Faculty:</b>	The group of employees of the University who, by their University employment contracts, are entitled to teach University students.
<b>Faculty Member:</b>	A Member of the Faculty.
<b>Faculty Manual:</b>	A University document that provides information to Faculty Members, including but not limited to: descriptions of how the University Faculty is organized; the Faculty Senate bylaws; the academic policies of the University; descriptions of the roles of Deans, Department Chairs, Campus Center Academic Directors, Program Coordinators and such other academic employees of the University; and other provisions regarding the academic functions of the University. The Faculty Manual will not duplicate information that appears in the University Employee Handbook.
<b>Faculty Rank:</b>	One of the following classifications: Instructor, Assistant Professor, Associate Professor, or Professor, which describes the ranked academic position of a Faculty Member.
<b>Faculty Request for Travel Funds:</b>	Funds requested by Faculty from the Budgeted Professional development Funds to be used for travel to conferences.
<b>Faculty Senate:</b>	A governing and advisory body of the University composed of elected Faculty Members.
<b>Faculty Senate Committee:</b>	A Committee, task force or work group established pursuant to the Faculty Senate foundational documents.
<b>Faculty Senate Executive Committee:</b>	The elected executive officers of the Faculty Senate.
<b>Faculty Senate President:</b>	The Faculty Member who is the presiding officer of the Faculty Senate Executive Committee and the Faculty Senate.
<b>Family Leave:</b>	Leave for family matters as described in Article 17.
<b>FDE Fund:</b>	Faculty Development Endowment Fund, as described in <b>Appendix B</b> .
<b>FDE Grants:</b>	Grants made by the University to fund FDE Activities, as described in <b>Appendix B</b> .

<b>Federation:</b>	Park University Faculty Federation, Local 3576, Missouri Federation of Teachers, American Federation of Teachers, AFL-CIO.
<b>Federation Executive Committee:</b>	Elected officers of the Federation including the Federation President, Vice President, Treasurer and/or Secretary, and such other elected officers of the Federation.
<b>Federation President:</b>	The elected officer of the Federation whose main duties are to lead the Federation and provide a communication channel between the Federation and the University.
<b>Fiscal Year:</b>	The Fiscal Year of the University which is July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>Full Load:</b>	The duties that a Member contracts to perform for the Member's Annual Salary.
<b>GM Insurance:</b>	Group Medical Insurance provided by the University as described in <b>Appendix B</b> .
<b>Graduate Academic Council:</b>	A University body charged with the review of all matters pertaining to graduate curricula.
<b>Group Medical Insurance Provider:</b>	The corporation or other firm that provide the GM Insurance, as described in <b>Appendix B</b> .
<b>Grievance:</b>	A dispute between any Member or the Federation and the University relating to the interpretation or application of a specific provision of this Agreement.
<b>HMO:</b>	Health Maintenance Organization, as that term is used in the medical insurance field.
<b>Independent Instruction:</b>	A Faculty-directed and self-paced instruction of a course, so designated in the Catalog, to an individual student of the University.
<b>Independent Research:</b>	A Faculty-directed student project designed to provide new knowledge or support or reject previous assumptions in an academic discipline.
<b>Independent Study:</b>	A course of study so designated in the Catalog.

<b>Individualized Instruction:</b>	A method by which students in accelerated programs may complete existing courses by means of a tutorial mode of instruction.
<b>Internship:</b>	A course that provides the student with a practical application of the student's chosen field supervised by an outside party in association with a Faculty Member.
<b>KCA:</b>	All Campus Centers located within the Kansas City Metropolitan Area.
<b>Lockout:</b>	Refusal by the University to utilize Members for the performance of the work that Members are obligated to perform pursuant to this Agreement and their respective Appointment Letters and Reappointment Letters.
<b>Medical Leave:</b>	Leave granted for medical reasons as described in Article 17.
<b>Member:</b>	A full-time Faculty Member of the University who is represented by the Federation, whose employment by the University is subject to this Agreement, and who has rights and obligations under this Agreement.
<b>Notice:</b>	Any written communication between the University and the Federation or between the University and a Member which is required by this Agreement.
<b>Online Course:</b>	A University course offered in an electronic format.
<b>Office Hours:</b>	The hours that a Member is required to be in the office to serve students, as determined pursuant to Article 15.
<b>Overload Payments:</b>	A term used by the parties in the preceding collective bargaining agreements that is not used in this Agreement. See Additional Compensation.
<b>Parkville Campus Center:</b>	The official title of the University's flagship Parkville Campus Center in Parkville, Missouri.
<b>Performance Review:</b>	The term means the evaluation performance of Members as provided in Article 9 and <b>Appendix E</b> .
<b>Personnel File:</b>	The file that the University maintains on a Member in the University Department of Human Resource Services, which file may be in any format determined by the University, including but not limited to a paper or electronic format.

<b>Personnel Panel:</b>	A panel elected by the full-time Faculty that reviews the performance of full-time Faculty Members, and makes recommendations to the Provost and President regarding the reappointment and promotion of Faculty Members.
<b>Portfolio Faculty Member:</b>	A Faculty Member who is responsible for: developing “programs of student completion” courses as a part of the Portfolio Program for all University Students; advising Portfolio Students; evaluating Portfolio student transcripts; conducting regular tutorials for Portfolio Program classes taught; and evaluating Portfolio Student contracts to assure that Portfolio Students are prepared to graduate in a timely manner, as described in Article 15.
<b>Portfolio Program:</b>	An individualized degree completion program of the University for adult students that allows them to complete a B.A. while employed, under which program credit may be awarded by the University for a student’s experiential learning and for prior college or university courses contemplated by a Portfolio Student.
<b>Post-Tenure Review:</b>	An evaluation of a Tenured Member’s professional performance as described in Appendix F.
<b>PPO:</b>	Preferred Provider Organizations, as that term is used in the medical insurance field.
<b>President:</b>	The person selected and employed by the University's Board of Trustees as the President who is employed by the University as the Chief Executive Officer and principal spokesperson of the University.
<b>Primary Teaching Field:</b>	The academic field in which a Member received that Member’s primary degree(s) or has significant graduate coursework or professional experience.
<b>Presentation:</b>	The act of presenting professional work to others, verbally and/or visually in a formal setting.
<b>Professional Development:</b>	Training or education received by a Faculty Member that is intended to increase the Faculty Member’s knowledge or improves the Faculty Member’s professional performance.

<b>Professional Development Plan:</b>	A plan prepared by a Member that establishes the course of action that the Member will undertake to further the Member's Professional Development, as described in Article 9.
<b>Professional File:</b>	A member's file maintained in the Office of Academic Affairs.
<b>Professional Meeting:</b>	A meeting or event in which a Faculty Member engages in activities within a learned profession that includes interaction with others in that learned profession that is sponsored by a recognized professional organization.
<b>Professional Service:</b>	This term has the meaning ascribed to it in the Boyer Model and directly benefits the Member's Primary Teaching Field or Secondary Teaching Field, if any.
<b>Program Coordinator:</b>	A Faculty Member designated by the Provost who, in consultation with a Department Chair, is responsible for supervising specific academic activities within an academic program for all Campus Centers.
<b>Provost</b>	The Provost and Senior Vice President who is the chief academic officer of the University and has chief responsibility for all academic programs, subject however to review by the President and the Board of Trustees.
<b>RA Plan:</b>	The Retirement Annuity Plan of the University as described in <b>Appendix B</b> .
<b>RA Provider:</b>	The corporation or other firm that issues the RA Plan as set forth in <b>Appendix B</b> .
<b>Reappointment Letter:</b>	A letter that offers the Member to whom it is addressed, continued employment by the University based upon the terms set forth in the Reappointment Letter, which terms would include performance of the same or similar duties as the Member had under the Member's immediate past Reappointment Letter or Appointment Letter, as the case may be. A Reappointment Letter may also be used to modify the duties and contractual obligations of the Member and the University. Once signed on behalf of the University and the Member to whom the Reappointment Letter was addressed, that Reappointment Letter will, with this Agreement, constitute the agreement upon which the Member has accepted continued employment by the University.

<b>Release Time:</b>	The substitution of a portion of a Member's Standard Teaching Load in exchange for a work assignment approved by the Provost.
<b>Research:</b>	The pursuit and dissemination of new knowledge and/or understanding in a Member's scholarly field and/or Teaching methodologies in a Member's scholarly field.
<b>Retrenchment:</b>	A Process to reduce costs, expenses, liabilities and otherwise act to protect the fiscal health of the University that may be initiated by the University when the University has determined that such actions are necessary due to budgetary or programmatic considerations that require discontinuance, curtailment, modification or redirection of a School, Department or Campus Center.
<b>Reviewed Member:</b>	Members who are subject to Annual Performance Reviews or Post-Tenure Reviews as set forth in Article 9, Appendix E and Appendix F.
<b>Reviewers:</b>	University employees who conduct Annual Performance Reviews or Post Tenure Reviews, as set forth in Article 9.
<b>Sabbatical:</b>	A leave of absence granted to a Member for travel, research or other activities of professional renewal that have been approved by the Provost, the President and the Board of Trustees, as further described in Article 18.
<b>Sabbatical Plan:</b>	A Member's approved plan for use of a Sabbatical granted by the University, as further described in Article 18.
<b>Sabbatical Report:</b>	A written report prepared by a Member after completion of a Sabbatical, as described in Article 18.
<b>Scholarship:</b>	This term has the meaning set forth in <b>Appendix G</b> .
<b>School:</b>	A major academic unit of a College that is headed by an Associate Dean who is responsible for the academic program within that School.
<b>Secondary Teaching Field:</b>	An academic field, if any, in which a Member received the Member's secondary degree(s) or has significant graduate level courses, or professional experience as designated pursuant to Article 5.

<b>Semester:</b>	A sixteen (16) week period of instruction designated as a Semester in the Catalog.
<b>Service:</b>	Community Service, University Service, Professional Service.
<b>Shared Governance:</b>	An underlying principle of the governance of the University that recognizes that Faculty Members share a role to play in the governance of the academic affairs of the University.
<b>Standard Advising Load:</b>	The number of students that a Member advises as determined pursuant to <b>Appendix D</b> .
<b>Standard Teaching Load:</b>	Twenty-four (24) credit hours.
<b>Strike:</b>	Concerted action by Members as described in Article 23.
<b>Student Handbook:</b>	A manual written and maintained by the University that provides information about University policies and information of interest to University students.
<b>Supervisor:</b>	Any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their Grievances or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
<b>Teaching:</b>	The profession and practice of instructing students in a Member's Primary Teaching Field or Secondary Teaching Field, if any.
<b>Team-Teaching:</b>	The practice of Teaching a course with multiple instructors.
<b>Tenure Committee:</b>	A Committee elected by the full-time Faculty Members, is composed of Tenured Faculty Members, reviews applications from Faculty Members for Tenure and makes recommendations to the Provost.
<b>Tenure:</b>	An employment status conferred upon a Faculty Member by the Board of Trustees that, as defined by the Faculty Member's employment contract and the courts, generally protects the Faculty Member from summary dismissal without just cause and recognizes the right of the Faculty Member to employment until retirement. Tenure does not prohibit termination of a Tenured Member whose position is terminated by the University as a

result of Retrenchment or for non-satisfactory performance during a suspension period of Tenure, or any other breach of an employment contract by a Tenured Member.

<b>Tenure Track:</b>	An employment status conferred upon a Member by the University that entitles the Member to apply for Tenure, as described in Article 11.
<b>Term:</b>	Any period of instruction that is designated as a “Term” in the Catalog.
<b>Terminal Degree:</b>	An academic degree recognized as terminal by the University conferring upon the Faculty Member authority over an academic discipline.
<b>T.I.A.A.</b>	Teachers Insurance and Annuity Association of America.
<b>University:</b>	The Board of Trustees of Park University, a Missouri nonprofit corporation that does business as “Park University.”
<b>University Committee:</b>	A long-term Committee that serves the University by carrying out assigned functions (e.g., Assessment, Curriculum Committee and Personnel Panel), usually appointed by the President.
<b>University Service:</b>	This term has the meaning ascribed to it in <b>Appendix G</b> .
<b>USERPA:</b>	Uniformed Services Employment and Re-employment Rights Act
<b>WC Acts:</b>	The Workers Compensation Acts of the states within which Members are employed by the University, as described in <b>Appendix B</b> .
<b>WC Insurance:</b>	The Workers Compensation insurance that the University purchases as described in <b>Appendix B</b> .
<b>WG Insurance:</b>	The wage continuation insurance the University purchases, as described in <b>Appendix B</b> .

**Working Days:**

A phrase used in the calculation of certain deadlines under this Agreement; for these purposes Working Days are every Monday, Tuesday, Wednesday, Thursday and Friday during the Academic Year except for those days designated as holidays by the President and published by the University Director of Human Resource Services each Academic Year, and any day upon which the Office of Finance and Administration is not open for business.

**Workload:**

All of the duties that a Member performs for the University pursuant to the Member's employment contract and this Agreement, for which the University pays to the Member that Member's Annual Compensation.

**Workload Schedule  
Modification Application:**

An application to modify the schedule upon which a Member performs that Member's duties as a full-time Faculty Member so that the Member's work time during the Academic Year will be concentrated or expanded.

## APPENDIX B

### MEMBER FRINGE BENEFITS

#### B.1 INSURANCE AND RETIREMENT PROGRAMS

B.1.1. The University contributes to the Federal Old Age and Survivors Insurance and to Medicare as required by Federal Regulations (Social Security).

B.1.2. RETIREMENT ANNUITY PLAN. The University maintains a retirement annuity plan ("RA Plan"). Each Member who is a participant in the RA Plan may contribute to the nearest dollar amount, up to the maximum amount permitted by law as a premium on a retirement annuity contract issued by the University's RA Plan provider ("RA Provider"), which is currently the Teacher's Insurance and Annuity Association (T.I.A.A.). The University will deduct such contributions from each Member's monthly salary payments, and will contribute six percent (6%) of the Member's monthly salary, and forwards these combined sums to the RA Provider for payment of premiums on each Member's retirement annuity contract. These payments may be withdrawn from the RA Plan only with the consent of both the Member and the University.

Up to 100% of the total premium paid to the RA Provider may be invested in the RA Provider's equities fund or any other fund that is available under the RA Plan at the option of the Member. Each retirement annuity contract purchased by a Member through the RA Plan will be the property of the individual Member, and it will be a contract between the Member and the RA Provider. The University will notify the Federation President of any late payment or nonpayment of either the Member's RA Plan contribution or the University's RA Plan contribution. A payment will be considered late if not made by the tenth (10<sup>th</sup>) day, after the last date on which Members are paid during the preceding month.

Participation in the RA Plan will be optional during the first five continuous years of a Member's employment as a full-time Faculty Member. Participation in the RA Plan will be required for all Members after five years of continuous University employment as a full-time Faculty Member, and the University will thereafter contribute six percent (6%) of each Member's salary.

Since the Member may select the first day of any month prior to age 71 for the Member's retirement annuity starting date, the University will continue to pay premiums as set out in this **Appendix B** for each employed Member until the Member attains age 71.

B.1.3. DEFINED CONTRIBUTION PLAN. The University also provides a 403B Defined Contribution Retirement Plan ("DCR Plan") for eligible employees. Under this plan, participants may elect to contribute a portion of their earnings before taxes into such supplemental retirement annuities (SRA) as are permitted

under the DCR Plan. Each Member will become eligible to participate in the DCR Plan at the time the Member is employed as a full-time Faculty Member by the University.

B.1.4. COMMITTEE MEMBERS. Two full-time Faculty Members, elected by the Federation shall be Members of the Committee overseeing Park University's participation in and governing of any Retirement Annuity Plan and Defined Contribution Plan.

B.1.5. MEDICAL INSURANCE, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

B.1.5.1 The following provisions will govern group medical insurance.

B.1.5.1.1 The University will contract with a third party to provide medical insurance that permits each Employee to select HMO coverage or PPO coverage to Members and their dependants ("GM Insurance") administered by a company ("Group Medical Insurance Provider") selected by the University. Before selecting the Group Medical Insurance Provider, the University will seek and consider recommendations submitted by a Committee composed of at least 3 University administrators designated by the President of the University, and at least three (3) Members elected by the Federation designated by the Federation President. No less than 50% of the Committee will be faculty.

B.1.5.1.2. GM Insurance Premium payments made by Member and will be deducted from that Member's monthly paycheck. To obtain coverage under GM Insurance policy of the University a Member must file a written application with the University Director of Human Resource Services. Initial applications will be accepted by the University at the time of a Member's full-time employment.

B.1.5.1.3. The University will contribute a minimum of \$206 per month for each Member with HMO individual coverage and will contribute a minimum of \$526 per month for each Member who elects HMO family coverage. The University will contribute a minimum of \$229 per month for each Member with PPO individual coverage and will contribute a minimum of \$468 for each Member who elects PPO family coverage. If the University makes contributions to GM Insurance provided to University employees, and if the University increases the premium contribution over the

above amounts for such non-Member employees, the University will increase the contribution for each Member by those amounts. Coverage will not be discontinued by action of the University because of the major illness of a Member or the Dependent of a Member.

B.1.5.2. The University will contract with a provider to provide life insurance on the life of the Member in the amount of the Member's Annual Salary.

B.1.5.3. The University will provide a \$75,000 accidental death and dismemberment insurance policy ("AD&D Insurance") that covers each Member at no cost to the Member. Subject to the exceptions and exclusions in the AD&D Policy, each Member will be insured against injuries sustained in consequence of and during the course of any business trip made by the insured Member (excluding everyday travel to and from the Member's primary University work location, and travel within the confines of University Campus Centers). For a trip to be considered a University business trip, the purpose of the trip and its relation to University business must comply with the University's Transportation Policy and must be covered under the AD&D Policy.

B.1.6. WAGE CONTINUATION INSURANCE. The University will provide at no cost to each Member, wage continuation insurance ("WG Insurance") that covers Members under the age of 64½ which WG Insurance will cover a Member after that Member has been continuously employed by the University for one year. This WG Insurance will, in the event of a Member's disability, provide for payment to each Member an income of 60% of the Member's salary, not to exceed a benefit of \$5,000 per month, less the sum of the benefits received by the Member from other sources that apply the same month, for a period extending from the end of the sixth month of a Member's disability to the termination of the Member's disability, or until payments begin under the RA Plan at retirement age for those Members covered under the RA Plan. For those participating in the RA Plan, waiver of WG Insurance premiums will also be provided during the period of salary continuation benefit. The salary of each Member will be continued as provided in Article 25 of this Agreement until the WG Insurance becomes effective.

B.1.7. WORKER'S COMPENSATION ACTS. The University has elected to accept the provisions of the worker's compensation acts ("WC Acts") in each state in which Members are employed by the University. These WC Acts provide certain insurance ("WC Insurance") benefits to Members who suffer accidental injury arising out of and during the course of their employment. The WC Insurance premiums will be paid by the University. The benefits of this WC Insurance coverage are limited to certain injuries that are defined and governed by applicable WC Acts and do not apply to all injuries sustained by Members.

- B.1.8. **UNEMPLOYMENT INSURANCE.** Employees of non-profit institutions are provided unemployment insurance under the Federal Employment Security Amendments of 1970 which currently provide that benefits are to be paid to eligible workers who are unemployed through no fault of their own. Members who have signed an Appointment Letter or a Reappointment Letter with the University or have contracted with another employer for employment during a Fall Semester or Term will not be eligible to draw unemployment benefits during summer months that precede such Fall Semester.
- B.1.9. **CREDIT UNIONS.** Members will be eligible for membership in any credit unions in which University employees are eligible to participate.
- B.2. **BOOKSTORE PURCHASES BY MEMBERS.** On cash purchases from the University bookstore, each Member will be entitled to such discounts as are provided by the bookstore operator on all personal items, supplies, trade books and on special orders, to the extent permitted by such third party bookstore operator.
- B.3. **TUITION BENEFITS AT THE UNIVERSITY FOR MEMBERS AND THEIR IMMEDIATE FAMILIES.** Tuition benefits will not apply and will not be available to Members or their families who enroll in the University Portfolio or Nursing Programs.
- B.3.1. **FAMILY MEMBERS OF DECEASED AND RETIRED MEMBERS.** Each of the following Members of the immediate family (husband, wife, and children) of a Member who has died while employed by the University or who has retired prior to the Member's children reaching college age, will be granted free tuition at the University, provided that said family Member is duly admitted to the University and is a candidate for a degree.
- B.3.2. **CHILDREN OF ACTIVE MEMBERS.**
- B.3.2.1. Each Dependent child of Members who attend the University will receive free tuition for two (2) Semesters or four (4) Terms per year for a maximum of ten (10) Semesters or twenty (20) Terms per child, or until the awarding of the Baccalaureate degree to the child, whichever comes first, provided that the Dependent child has been duly admitted to the University and is a candidate for a degree.
- B.3.2.2. Each Dependent child of Members who attends the University will receive free tuition for two (2) Semesters or four (4) Terms per year for a maximum of five (5) Semesters or nine (9) Terms per child, or until the awarding of the Master's degree to the Dependent child, whichever comes first, provided that the Dependent child has been duly admitted to the University and is a candidate for a degree.

- B.3.2.3. A married Dependent child of a Member will also be considered a Dependent child for purposes of the benefits described in Section B.3.2.1. and B.3.2.2. above. Tuition remission benefits for children of a Member who are not Dependents of the Member or are not claimed as Dependents on the income tax return of the Member during any current year may, in the University's discretion, be negotiated between the Member and the University as part of the Member's individual employment contract.
- B.3.2.4. The University will not, during the term of this Agreement, withdraw from the Tuition Exchange Scholarship Program and the KCRCHE Tuition Remission Program which are in effect on the Effective Date of this Agreement. If, however these programs cease to exist or the University ceases to qualify to participate during the term of this Agreement, the University will have no obligation to replace such terminated programs. The rights of Members under such programs are subject to the terms and conditions of those programs, which terms and conditions are not determined or guaranteed by the University.
- B.3.3. **ACTIVE MEMBERS TAKING COURSES AT PARK.** A Member may audit any University course; or a Member may take any University course for credit that can be utilized as a part of a Member's program for an advanced degree, without paying any tuition. A Member may take for credit, without payment of tuition, any regular University course which has not exceeded its maximum enrollment by the first day of scheduled classes. For tutorial courses, such as music lessons, a 50% tuition remission will be given to Members.
- B.3.4. **SPOUSES OF ACTIVE MEMBERS.** A Member's spouse who is a candidate for a degree at the University, or elsewhere, or who is completing the requirements for a Teaching certificate, may take courses at the University provided that these courses will apply toward that degree or certificate, without payment of tuition. A Member's spouse who is not a candidate for a degree may take courses under the same conditions imposed on the Member.
- B.3.5. **OTHER FAMILY BENEFITS.** For parents, brothers and sisters, and other Dependents of Members, the University and a Member may consider negotiating special agreements as part of the Member's individual employment contract. In no case will such a special agreement provide benefits greater than those provided for the spouse of a Member.
- B.3.6. **NOTIFICATION.** A Member who (or whose eligible family Members intend) intends to utilize the benefits described in this Section C must notify the University Director of Human Resource Services of that intention to do so no later than the January which precedes the Academic Year for which tuition benefits will be requested.

- B.4. RECREATIONAL FACILITIES. Members may use available recreational facilities of the University. Regular hours will be scheduled throughout the year, and special arrangements for the use of these facilities may be made with the appropriate University employee.
- B.5. MOVING EXPENSES.
- B.5.1. For each new employee of the University who will become a Member upon employment, the University will pay one-half (1/2) of the normal moving charge, including the normal single loading and unloading and the cost of standard moving insurance. The cost of any additional insurance will be paid by such Member.
- B.5.2. For interstate moves, the University will require that such Member submit a minimum of three (3) bids for moving the household goods of the Member, together with the Member's indication of which bid the Member chooses to use to complete the move. A Member that moves himself or herself (e.g., use a rental truck or trailer) will receive full reimbursement by the University if the total cost of the requested reimbursement amount is less than ½ of the lowest moving bid submitted by a Member.
- B.5.3. Storage and packing fees and travel costs of Members of the family of the Member will not be paid by the University.
- B.5.4. When a moving company has been selected by a Member and proper documentation has been provided to the University by a Member, the University will issue a purchase order to the selected moving company. One copy of the purchase order will be sent to that Member, who will present it to the driver upon delivery of that Member's household goods. The total cost will be billed to the University, which will then bill that Member for that portion of the cost not paid by the University. That Member will pay that Member's share of the moving cost within thirty (30) days of the date of the University's notification letter, and if such amount is not paid to the University within that period, the University may withhold the owed amount from salary/compensation payments to the Member.
- B.5.5. When the University requires a Member to move location, the University will pay the Member's moving expenses as set forth in Appendix B.5.
- B.6. FACULTY DEVELOPMENT ENDOWMENT FUND. The University's Faculty Development Endowment Fund ("FDE Fund") exists to improve the academic programs at the University through direct financial grants by the University to Members for uses that are consistent with a Member's Professional Development Plan. Grants for the FDE Fund ("FDE Grants") are available to fund Faculty Member Professional Development activities.

**B.6.1. FDE FUNDABLE PROFESSIONAL DEVELOPMENT ACTIVITIES:**

- B.6.1.1. SCHOLARSHIP AND RESEARCH – FDE Grants may be made for increase of a Member’s knowledge in a Member’s field. FDE Grants may be used for the purchase of materials, travel, Release Time, for Research and development of scholarly or creative projects.
- B.6.1.2. CURRICULUM DEVELOPMENT – FDE Grants may be made to improve a Member’s instruction skills in an academic areas or a single course. FDE Grants may be used for the purchase of materials, film, books, etc.
- B.6.1.3. PERSONAL AND PROFESSIONAL ENHANCEMENT- FDE Grants may be made for personal and professional growth of a Member. FDE Grants may be used for purchase of reading materials, travel and attendance for training conferences, workshops and seminars, tuition, etc.

**B.6.2. FDE FUND GOALS:**

- B.6.2.1. To improve the academic programs of the University through Scholarship and Research.
- B.6.2.2. To enhance the effectiveness of individuals as instructors and as scholars as defined by the Boyer Model.
- B.6.2.3. To improve Faculty morale.
- B.6.2.4. To coordinate long-range goals of the University with Faculty projects.

**B.6.3. FDE GRANT APPLICATION PROCEDURE:**

- B.6.3.1. FEBRUARY 1 – The last date upon which a Member may submit an FDE Grant application to the Office of the Provost. The Application must include:
  - B.6.3.1.1. A description of the proposed FDE Activities.
  - B.6.3.1.2. A statement of the goals and objectives of the proposed FDE Activities.
  - B.6.3.1.3. A budget for the proposed FDE Activities including a detailed description of expenses by category.
  - B.6.3.1.4. A schedule of proposed FDE Activities.

B.6.3.1.5. A process of evaluation and reporting of FDE Activities.

B.6.3.1.6. If an FDE Activity is to be undertaken by a Member in conjunction with a leave of Member's absence from the University, the Member must return to full-time employment at the University for one (1) Academic Year following the completion of the leave of absence, the grant will be considered to be a loan by the University to the Member, which loan must be repaid with interest at prime no later than one (1) year after the date the Member was scheduled to return to full-time University employment. By acceptance of an FDE Grant a Member will be subject to all conditions imposed by the University.

B.6.4. APRIL 1 – Decisions on FDE Activity applications will be announced by the Provost and the Committee.

B.6.5. JULY 1 – FDE Grants will normally be announced and made available for Academic Year FDE Activities.

B.6.6. FUND GOVERNANCE. The Assistant Vice President for Academic Affairs (or other representative designated by the Provost) and the Faculty Development Committee (as defined in Faculty Development Fund documents) will jointly review the projected available funds for the upcoming Academic Year, and the FDE Grant applications, and will make recommendations to the Provost as to which FDE Grant applications should be funded and in what amounts.

B.6.7. Each Academic Year the University will make available for FDE Grants an amount equal to the projected net earnings of the FDE Fund for the next Academic Year.

B.7. RETIRED FACULTY MEMBERS. Each retired Member may elect to purchase insurance under the University's GM Insurance program by enrolling and paying one hundred percent (100%) of the premiums.

B.8. PARKING. The University will provide to each Member a free parking permit that will allow that Member to park in University parking lots during class hours. Each Member will be required to display a parking permit on each car of each Member that is regularly parked on University Campus Centers.

**APPENDIX C**

**ANNUAL SALARIES AND RANKS**

**A. MINIMUM ANNUAL SALARIES FOR NEW FACULTY MEMBERS BY FACULTY RANK**

Minimum Annual Salaries for new Faculty Members by Faculty Rank for the term of this Agreement, beginning August 15, 2009 will be as follows:

RANK	2009-2010	2010-2011	2011-2012
Professor	\$69,457	TBD	TBD
Associate Professor	\$57,881	TBD	TBD
Assistant Professor	\$46,305	TBD	TBD
Instructor	\$37,044	TBD	TBD

**B. RAISES FOR 2009-2012**

RANK	2009-2010	2010-2011	2011-2012
Professor	0%	TBD	TBD
Associate Professor	0%	TBD	TBD
Assistant Professor	0%	TBD	TBD
Instructor	0%	TBD	TBD

## APPENDIX D

### WORKLOAD COMPENSATION SCHEDULE

- D.1 The standard teaching load (“Standard Teaching Load”) for Members will be twenty-four (24) credit hours per Academic Year. Members who teach at least fifteen (15) graduate credit hours per Academic Year will be eligible for Release Time for graduate duties. Such duties include participation on numerous graduate student thesis/project Committees, and on numerous comprehensive examinations. Release Time is proposed by the Member’s College or School Dean to the Provost for approval. Members who receive Release Time for graduate duties must set a minimum Scholarship weight of 25% on their Annual Performance Review. Except as specified below, Members who teach courses in excess of the Standard Teaching Load will be paid Additional Compensation at a rate equal to \$750 per credit hour.
- D.1.1. For purposes of calculating the Standard Teaching Load, each scheduled laboratory hour, studio hour, private music lesson, or clinical hour per week will be considered to be equal to two-thirds (.67) of a credit hour. Natural and physical science laboratory hours will be considered to be equal to one (1) credit hour.
- D.1.2. For purposes of calculating the Standard Teaching Load, one scheduled hour of Team-Teaching will be considered to be equal to Teaching two-thirds (2/3) of a credit hour if two Members Team-Teach the course. For classes Team-Taught by more than two (2) Members, compensation will be negotiated between the Members who will teach the course and the Provost.
- D.1.3 Members who teach in any summer session beyond the Standard Teaching Load will be compensated at a rate equal to \$750 per credit hour.
- D.2 The standard advising load (“Standard Advising Load”) for each Member will be thirty five (35) or fewer students per Academic Year. Each Member with an advising load that exceeds the Standard Advising Load will be paid Additional Compensation based upon the rate specified below:

<b>Advisees</b>	<b>Additional Compensation</b>
36-50	\$750
51-75	\$1050
76-100	\$1400

Each Member’s annual advising load will be determined on March 15<sup>th</sup> of each year and will equal the number of students officially designated in the University database as advisees of that Member. Members with fewer than five (5) assigned advisees may be

assigned up to two (2) equivalent credit hours in Program Coordinating duties, or other equivalent duties.

- D.3. Each Member who supervises Independent Studies or Independent Research, Internships, or who provides Individualized Instruction, Independent Instruction, or Portfolio instruction; will be paid Additional Compensation at a rate equal to \$100 per student per credit hour.
- D.4. All individual instruction designations will be agreed upon ahead of time by the Member and the appropriate Dean.
- D.5. Members will be paid Additional Compensation at the rate of 0.1 credit hour overload for each student over 40 who is enrolled in a face-to-face class at the conclusion of the Enrollment Adjustment Period.
- D.6. Members will be paid Additional Compensation for developing a new Online Course at a rate of at least \$2,000 per course. The stipend for Online Course maintenance will be \$150 each Term that a course is offered online (and has sufficient enrollments). Courses with more than one section will be compensated at \$200 per Term for course maintenance.
- D.7. In the calculation of the Workload of a Member who is a Department Chair, Release Time will be granted at the rate specified below:

<b># of full-time Faculty Members in the Department</b>	<b>Release Time</b>
5 or fewer	6 hours per year
6-10	8 hours per year
11-18	10 hours per year
More than 18	12 hours per year

The calculation of Release Time to be granted by the University to each Member who is employed as a Department Chair will be based upon the number of Faculty Members who hold at least a half-time appointment in the Department at the beginning of the Academic Year.

- D.8. In the calculation of the Workload or Additional Compensation of a Member who is a Program Coordinator, Release Time or Additional Compensation will be calculated based upon the following table:

# of Active Adjunct Faculty Members	Release Time or Additional Compensation
25 or fewer	1 credit hour or \$750 per year
26-50	2 credit hours or \$1,500 per year
51-100	3 credit hours or \$2,250 per year
101-150	4 credit hours or \$3,000 per year
151-200	5 credit hours or \$3,750 per year
201-250	6 credit hours or \$4,800 per year
251-300	7 credit hours or \$5,250 per year
301-350	8 credit hours or \$6,000 per year
351-400	9 credit hours or \$6,750 per year
401-450	10 credit hours or \$7,500 per year
451-500	11 credit hours or \$8,250 per year
501-550	12 credit hours or \$9,000 per year

The calculation of Release Time or Additional Compensation for each Member that is employed as a Program Coordinator will be based upon the number of Active Adjunct Faculty Members, Teaching outside the Parkville campus, assigned to the program coordinated by the Program Coordinator at the end of the previous Fiscal Year. An Adjunct Faculty Member will be considered to be an Active Adjunct Faculty Member if that Adjunct Faculty Member has taught a minimum of one University class during the past two Academic Years or had an application to teach reviewed by the Program Coordinator during the past Fiscal Year.

- D.9. All Additional Compensation to be paid by the University to a Member, based upon **Appendix D**, will be paid at the end of January for work performed between July and December, and the end of July for work performed between January and June.
- D.10. Unless provided for in a Member's individual contract, all Faculty Members will be on an Academic Year contract. Academic Year new contracts will be paid in twelve equal monthly installments and benefits will continue through the entire calendar year. Additional duties outside the standard Academic Year period may be specified in individual Faculty letters of (re-)appointment. Members shall not be required to be on campus during official University holidays, Thanksgiving Break, Fall Break, Spring Break, and the Winter Recess up to one week prior to the start of Spring/Spring 1 classes.
- D.11. All Online Courses taught as overload will be paid according to the per student Online Faculty pay scale.

## **APPENDIX E REVIEW OF MEMBERS**

- E. Annual Performance Reviews of Members will be governed by the provisions set forth in this **Appendix E**.
  - E.1. Each Member will be subject to an annual Performance Review. Each Member's Review will be completed by the end of the fall Semester if that Member is assigned to the Parkville Campus Center, and if assigned to a Campus Center other than the Parkville Campus Center, then by the end of the last fall Term.
  - E.2. Each Performance Review of a Member will include a review of that Member's Teaching Effectiveness, Scholarship, Service and Collegiality. Elements of Collegiality, as defined in Appendix A, may be found in the areas of Teaching, Scholarship and Service. Comments in the Review that concern the Teaching effectiveness of the Member will include observations based upon at least one Class Room Observation of that Member.
    - E.2.1 Each Class Room Observation will be conducted by at least one (1) Faculty Member selected by the University employee who oversees the Performance Review of the Member.
    - E.2.2 A comprehensive written evaluation of the Teaching effectiveness of the observed Member will be prepared as outlined in the Faculty Manual.
  - E.3. The Performance Review of each Member will include an assessment of the progress made by that Member in the implementation of that Member's Professional Development Plan.
  - E.4. The Performance Review of each Member who is a Department Chair will include solicitation and consideration of feedback from all full-time Faculty Members in the Member's Department.
  - E.5. Each Member will have that Member's Performance Review overseen by the University employee indicated below:
    - E.5.1 The Performance Review of each Member who is not a Department Chair or an Associate Dean will be overseen by that Member's Department Chair/Associate Dean/Dean.
    - E.5.2 The Performance Review of each Member who is a Department Chair will be overseen by that Member's Associate Dean/Dean.

- E.5.3 The Performance Review of each Member who is an Associate Dean will be overseen by that Member's Dean, or if none, by the Provost or the Provost's designee.
- E.5.4 Each University employee designated to oversee a Performance Review pursuant to **Appendix Sections E.5.1, E.5.2 and E.5.3** is sometimes referred to below as the "Reviewer," and the Member who is reviewed is sometimes referred to as the "Reviewed Member."
- E.5.5 Annual Performance Reviews of Members will be overseen and conducted in accordance with the following provisions:
  - E.5.5.1 Within twenty (20) Working Days after completion by a Reviewer of the Performance Review of a Member, that Reviewer will meet with the Reviewed Member to discuss that Review, including any recommendations in it that relate to the continued Professional Development of that Reviewed Member.
  - E.5.5.2. Any Reviewed Member who disputes the results of that Review may, no later than the tenth (10th) working day after meeting with the Reviewer, seek the relief permitted by the following provisions:
    - E.5.5.2.1 Each Reviewed Member who is not a Department Chair or an Associate Dean may request that the Reviewed Member's Dean mediate the dispute. If the Reviewed Member is not satisfied with the action of the Reviewed Member's Dean, or if the position of Dean is vacant, then the Reviewed Member may appeal to the Provost. The action of the Provost on the dispute will be final.
    - E.5.5.2.2 Each Reviewed Member who is a Department Chair or Associate Dean may appeal to the Provost. The action of the Provost on the dispute will be final.



## APPENDIX F

### POST-TENURE REVIEW OF TENURED MEMBERS

- F. Tenured Members will be subject to Post-Tenure Reviews subject to the procedures set forth in this Appendix F. The use of the defined term "Reviewed Member" in this Appendix F includes any Member subject to a Post-Tenure Review.
- F.1 If, during any five-year period a Tenured Member is found during any two (2) Annual Performance Reviews not to have discharged conscientiously and with professional competence the appropriate duties associated with his or her position, then that Tenured Member will be subject to a Post Tenure Review, unless that Tenured Member will retire at the end of the Academic Year in which the Periodic Review that caused the Tenured Member to be subject to a Post-Tenure Review was conducted. Such a Post Tenure Review will occur during the Academic Year that follows the Academic Year in which the second negative Periodic Review occurred, provided that no Post Tenure Review of a Tenured Faculty Member will take place prior to the completion of the fifth Academic Year after that Faculty Member has been granted Tenure.
- F.1.1 In conducting Post-Tenure Reviews the University will seek to ensure the protection of the Reviewed Member's right to academic freedom under Article 2 of this Agreement. Each Reviewed Member will be entitled to all rights and safeguards set forth in the Agreement. The burden of proof in the determination of whether to terminate the Tenure of a Reviewed Member shall be upon the University.
- F.1.2 The basic standard by which each Reviewed Member will be judged during that Reviewed Member's Post Tenure Review will be whether that Reviewed Member has discharged conscientiously and with professional competence the appropriate duties associated with his or her position, not whether the Reviewed Member meets the then current standards for the award of Tenure, since those standards might be different than the standards that governed the granting of Tenure at the time the University granted Tenure to that Reviewed Member.
- F.1.3 Beginning in the Fall of 2007, the performance of each Tenured Member subject to a Post-Tenure Review will be based upon whether:

F.1.3.1 The Reviewed Member has made reasonable progress toward implementation of the Reviewed Member's Professional Development Plan;

F.1.3.2 Performance Reviews and the Personnel File of the Reviewed Member show that the Reviewed Member has consistently met or exceeded expectations of a Faculty Member of the rank and in the academic discipline of the Reviewed Member; and

F.1.3.3 The Classroom Observation of the Reviewed Member's Teaching that is required by Section F.3.6.1. has resulted in a positive report by those who observed the Reviewed Member.

F.1.4 The Provost will cause written Notice to be provided to each Tenured Member who will be subject to a Post-Tenure Review stating that a Post-Tenure Review of that Tenured Member will be conducted in a given Academic Year, which Notice will be given before the first day of the Academic Year during which that Post-Tenure Review will be conducted. On or before September 1<sup>st</sup> of the Academic Year in which the Post-Tenure Review is to occur the Provost will also meet (in person or by telephone conference) with each Tenured Member who will be subject to a Post-Tenure Review in that Academic Year.

F.1.5 The Faculty Senate will be entitled to elect a Post-Tenure Review Committee for each Academic Year, which election will occur no later than October 1st of the preceding Academic Year. If, however, the Faculty Senate fails to elect a Post-Tenure Review Committee by that date, the next preceding elected Post-Tenure Review Committee will continue to act. Tenured Members who are subject to a Post-Tenure Review during an Academic Year may serve on the Tenure Committee but not on the Post-Tenure Review Committee. Eligible Tenured Members may serve on both the Tenure Committee and the Post-Tenure Review Committee. The Post-Tenure Review Committee will elect its own chair.

F.1.5.1 The Post-Tenure Review Committee will consist of the following Members:

- F.1.5.1.1 Two Tenured Members from the College of Liberal Arts and Sciences,
- F.1.5.1.2 One Tenured Member from the School of Education,
- F.1.5.1.3 One Tenured Member from the School of Business & Management; and
- F.1.5.1.4 One Tenured Member to represent the Graduate School.

F.1.5.2 No Tenured Member may serve on the Post-Tenure Review Committee for more than three consecutive years unless there are no other Tenured Members from an individual College or School who are willing and able to serve.

F.1.6 In conducting each Post-Tenure Review, those who participate in a Post-Tenure Review will review all of the evaluations required as part of the Periodic Reviews of a Reviewed Member, and in addition will require:

F.1.6.1 At least one (1) Class Room Observation of a class being taught by the Reviewed Member, which will be subject to the following provisions:

F.1.6.1.1 Each Reviewed Member who is undergoing Post-Tenure Review will submit to the Post-Tenure Review Committee the names of three (3) Faculty Members willing to conduct the Class Room Observation of that Tenured Member.

F.1.6.1.2 The Post-Tenure Review Committee will select three Faculty Members to conduct the Classroom Observation, at least one of whom will be from the three names submitted by the Reviewed Member.

F.1.6.1.3 The Faculty Members who will conduct the Class Room Observation will notify the Reviewed Member and the Post-Tenure Review

Committee of the date upon which they will conduct the Class Room Observation.

F.1.6.1.4 The Faculty Members who conduct the Class Room Observation will prepare and submit a comprehensive written evaluation of the Teaching effectiveness of that Reviewed Member to the Post-Tenure Review Committee and to the Reviewed Member's Dean. That evaluation will be considered by those who participate in the Post-Tenure Review process.

F.1.6.2 The Post-Tenure Review Committee will make recommendations to the Provost that:

F.1.6.2.1 The Reviewed Member's Tenure be extended; or

F.1.6.2.2 The Reviewed Member be placed on Tenure Probation for two (2) Academic Years, commencing on the first day of the next following Academic Year, and if such a recommendation is made the Post-Tenure Review Committee will provide to the Provost and other University administrators considering the Tenure Probation recommendation a list of the deficiencies that form the basis for any recommendation by the Post-Tenure Review Committee that the Reviewed Member be placed on Tenure Probation pursuant to Appendix Section F.3.6.2.2.

F.1.6.3 If the Post-Tenure Review Committee conducting a Post-Tenure Review recommends that the Reviewed Member be placed on Tenure Probation, then that Reviewed Member shall develop and submit within twenty (20) Working Days to the Post-Tenure Review Committee a proposed Tenure Probation Plan to remedy the deficiencies identified by the Post Tenure Review Committee.

F.1.6.4 If the Post-Tenure Review Committee approves the proposed Tenure Probation Plan, it will be submitted to the Provost with the Post Tenure Review Committee's recommendations. The Reviewed Member and the Post Tenure Review Committee will have twenty (20) Working Days to agree on an acceptable proposed Tenure Probation Plan. If this is not accomplished, the

Post-Tenure Review Committee will recommend that the Provost terminate the Tenure of that Reviewed Member. After receipt of the proposed Tenure Probation Plan, the Provost will seek the recommendations of the Reviewed Member's Department Chair and Dean regarding the proposed Tenure Probation Plan.

- F.2 The decision as to whether to place the Reviewed Member on Tenure Probation for two (2) Academic Years based upon such a recommendation from the Post Tenure Review Committee will be made by the Provost, after the Provost has reviewed the results of the Post-Tenure Review the evidence included as part of the Post Tenure Review report, and the Provost has consulted with the Post-Tenure Review Committee, and if available, the Reviewed Member's Department Chair, Associate Dean and Dean. The Provost or the designee of the Provost will also meet with the Reviewed Member.
- F.3 After the Provost approves a Tenure Probation Plan, that plan will constitute the criteria for evaluation of the Reviewed Member's Tenure by the Post-Tenure Review Committee at the end of the two Academic Years of Tenure Probation. At that time the Post-Tenure Review Committee will make a recommendation to the Provost:
  - F.3.1 to reinstate full Tenure to the Reviewed Member, or
  - F.3.2 to continue the Tenure Probation for one (1) more year, but only if the Post Tenure Review Committee has found that significant progress has been made in the implementation of the Tenure Probation Plan, but that Tenure Probation Plan has not been successfully completed, or
  - F.3.3 to terminate the Tenured Member's employment by the University, and if the University, based upon such a recommendation, terminates the employment of the Reviewed Member, that termination will be deemed to have been made for just cause.
- F.4 The decision to reinstate Tenure, continue Tenure Probation, or terminate the Reviewed Member's employment will be made by the Provost after receiving the report of the Post-Tenure Review Committee.
- F.5 If Tenure Probation is continued by the Provost, the Reviewed Member will be granted one more Academic Year to complete the Reviewed Member's Tenure Probation Plan. At the completion of that Academic Year, the Post-Tenure Review Committee will evaluate the Reviewed Member's progress and make a recommendation to the Provost:

- F.5.1 to reinstate full Tenure to the Reviewed Member, or
- F.5.2 to terminate the Reviewed Member's employment by the University, and if the University, based upon such a recommendation, terminates the employment of the Reviewed Member, that termination will be deemed to have been for just cause.
- F.6 The decision to reinstate Tenure or terminate the Reviewed Member's employment by the University will be made by the Provost after receiving the report of the Post-Tenure Review Committee.
- F.7 During a Post Tenure Review, the Post-Tenure Review Committee may seek information from any of the Reviewed Member's Supervisors, as well as from other sources deemed appropriate by the Post Tenure Review Committee.
- F.8 A report of each Post-Tenure Review of a Reviewed Member, including documents related to the resolution of any Periodic Review disputes with regard to which a Reviewed Member has initiated mediation, will be placed in that Reviewed Member's Personnel File and a copy provided to that Reviewed Member. Each Reviewed Member may submit to the Provost a written statement related to any Post-Tenure Review of that Reviewed Member, and the statement will be included in the Personnel File of that Reviewed Member.

## APPENDIX G

### MODEL OF SCHOLARSHIP BASED ON THE BOYER MODEL

G. Scholarship is defined as those activities that systematically advance Teaching, Research, and practice through rigorous inquiry; the creation of new knowledge; and the dissemination of that knowledge in peer-reviewed forums that:

- Is significant to the profession of the Member;
- Is creative;
- Can be documented;
- Can be replicated, extended, or elaborated; and
- Can be peer-reviewed through various methods.

Each of the five Scholarship activities takes place in varying degrees in various disciplines. Though the Boyer Model provides a paradigm of Scholarship, disciplines are encouraged to expand the definition of Scholarship that allow Faculty diverse and unique ways to pursue Research and creative activity. The following elements of Scholarship can be used as guides;

- G.1. Scholarship of Discovery: The Scholarship of Discovery is inquiry that produces the disciplinary and professional knowledge that is at the very heart of academic pursuits. The Scholarship of Discovery takes the form of primary Research and creative activity that advances the knowledge of the discipline. It increasingly is interdisciplinary and collaborative in nature, across professional groups and within professional disciplines. (Examples: peer-reviewed publications of Research, theory, or philosophical essays; Presentations of Research, theory, or philosophical essays; performances; exhibitions; grant awards in support of Research; mentorship of junior colleagues in Research or Scholarship; state, regional, national, or international recognition as a scholar within a specific discipline; and positive peer evaluations of the body of work.)
- G.2. Scholarship of Teaching: The Scholarship of Teaching is inquiry that produces knowledge to support the transfer of disciplinary skills and information from the expert to the novice, building bridges between the instructors understands and the student's learning. This scholarly activity supports the development of educational environments that embrace diverse learning styles, and increasingly, places the focus of education on the student. The Scholarship of Teaching increases the effectiveness of the transfer of discipline-specific knowledge, and adds to deeper understanding of both the discipline and pedagogy. The Scholarship of Teaching is conducted through application of knowledge of the discipline or specialty area in the Teaching-learning process, the development of

innovative Teaching and evaluation methods, program development, learning outcome evaluation, and professional role modeling. (Examples: peer-reviewed publications of Research related to Teaching methodology or learning outcomes; case studies related to Teaching-learning; learning theory development; and development or testing of educational models or theories; accreditation or other comprehensive program reports; peer assessments of innovations in Teaching; state, regional, national, or international recognition of a master instructor; published textbooks or other learning aids; grant awards in support of Teaching and learning; design of outcome studies or evaluation/assessment programs; Presentations related to Teaching and learning; and positive peer evaluations of a body of work.)

G.2.1. Knowledge of the discipline or specialty applied in Teaching-learning includes innovations that demonstrate the knowledge of the Member in relation to Teaching (such as authorship of textbooks or other learning tools); technology application; and theory building in the Teaching-learning assessment context.

G.2.2. Development of innovative Teaching and evaluation methods includes Research in Teaching strategies, course development and outcome evaluation, curricular and Faculty evaluation innovations, Research related to the knowledge and pedagogy of the discipline, and creation of innovative learning environments that support diverse groups of students.

G.2.3. Program development and learning outcome evaluation includes the development of outcomes assessment programs, accreditation reports, and grant proposals for educational programs, disciplinary and interdisciplinary programs, and educational evaluation models.

G.2.4. Professional role modeling includes the mentoring of students and novice Faculty, leadership roles in curriculum and instruction, development of programs for lifelong learning, and leadership in shaping educational policy.

G.3. Scholarship of Engagement: Scholarship of Engagement is the interaction of theory and practices that result in the creation of new knowledge and/or the innovative application of disciplinary knowledge to specific problems. It engages Member's in academically relevant work (including applied Research and outreach to businesses, communities, and individuals) that simultaneously meets the mission of the University and the needs of the community. In essence, it is a scholarly agenda that integrates community issues. In this definition, community is broadly defined to include audiences external to the University that are part of a collaborative process to contribute to the public good. (Examples: peer-reviewed

publications of Research; policy analysis; case studies; and other—copyrights, licenses, patents, or products for sale; published books; positive peer evaluations of contributions to the Scholarship of Engagement; grant awards for outreach and community engagement; Presentations and policy papers designed to influence organizations or governments; and positive peer evaluations of the body of work.)

- G.4. **Scholarship of Integration:** The Scholarship of Integration refers to writing and other products that use concepts and original works from other disciplines in creating new patterns, placing knowledge in a larger context, or illuminating data in a more meaningful way. The Scholarship of Integration emphasizes the interconnection of ideas and brings new insight to bear on original concepts and Research. Critical analysis and interpretation are two common methodologies, but interdisciplinary work may take place through any medium of Scholarship such as those described as discovery, Teaching, or practice. Original work in the Scholarship of Integration takes place at the margins, or interface, between two or more disciplines. It serves to respond to both intellectual questions and pressing human problems by creating knowledge or combining knowledge in applications that offer new paradigms and insights. (Examples: peer-reviewed publications of Research; policy analysis; case studies; integrative reviews of the literature, and others—copyrights, licenses, patents, or products for sale; published books; positive peer evaluations of contributions to integrative Scholarship; reports of interdisciplinary programs or Service projects; interdisciplinary grant awards; Presentations and policy papers designed to influence organizations or governments; and positive peer evaluations of the body of work.)
- G.5. **Scholarship of Community:** Scholarship is a collective activity. It is sharing ideas between like-minded researchers, participation in conference activities, public musical performances and gallery shows, peer review of papers, and similar activities. Although the creation of all Scholarship encompasses periods of solitary reflection and individual work, real Scholarship is only fully formed and disseminated through interaction with others. It is often thought that the interaction occurs between scholars in the same discipline, often at different institutions. While a significant component of the scholarship is discipline-specific, components of the Scholarships of Teaching, engagement, discovery, and integration is discipline neutral. Scholarship, particularly in Teaching, engagement, and integration only reaches high quality when it is shared, critiqued, and molded by input from those across a wide range of disciplines. While all Members of the University have a responsibility to participate in its intellectual life, the Member and administration have a central responsibility to foster the intellectual collaboration essential for a vital and vibrant community of scholars. Central to this responsibility are core issues including: respect for the Scholarship of others; active engagement in the community; and appreciation for the efforts and results of others.