

**PARK UNIVERSITY**

**FACULTY COLLECTIVE BARGAINING AGREEMENT**

**2005 – 2009**

**Effective Date  
August 15, 2005**

PARK UNIVERSITY FACULTY COLLECTIVE BARGAINING AGREEMENT

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Approved/Federation, June 16, 2005

Approved/Park University Board of Trustees, June 24, 2005

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Approved/Federation, June 16, 2005

Approved/Park University Board of Trustees, June 24, 2005

**AGREEMENT**

This Agreement is made and entered into effective the 15th day of August, 2005, by The Board of Trustees of Park University, a Missouri not-for-profit corporation, doing business as Park University (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, 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 and E&T 2012.

D. 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.

E. 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.

F. 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.

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

**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 Periodic 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:

1.1.1.1.1 a minimum of 24 undergraduate hours per Academic Year, or

1.1.1.1.2 a minimum of 18 graduate hours per Academic Year, or

1.1.1.1.3 a minimum of 24 combined graduate and undergraduate hours as the Member’s Teaching duties, and

will, in that Faculty Member’s Appointment Letter or Reappointment Letter, agree that the Member’s Full Load will include a provision that at least one-half (1/2) of that Full Load will be teaching 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.

- 1.1.3. Each full-time Faculty Member who was not included in the Bargaining Unit under the immediately preceding collective bargaining agreement between the parties who continues to be employed by the University as a full-time Faculty Member, will be eligible to become a Member of the Bargaining Unit at the time the University offers a Reappointment Letter to that full-time Faculty Member. However, such eligibility will not occur until that full-time Faculty Member's existing Appointment or Reappointment Letter expires. The first Reappointment Letter offered to each such full-time Faculty Member will be for a partial Academic Year that will terminate no later than August 14, 2006.
- 1.2 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.

## **ARTICLE 2. ACADEMIC FREEDOM**

- 2.1. 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 practice standards of the Member's academic discipline, and to express ideas at any forum at the University.
- 2.2. Each Member's academic freedom is limited, however, by accepted standards 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.
- 2.3. No Member will make any claim to be a spokesperson of the University without prior written authorization of the Provost or the President.

**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, martial 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.

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

- 4.1. Each Member whose Appointment or Reappointment Letter provides for a nine-month period of employment will commence the Member's duties on the first day of the Academic Year. 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, and by attending the University's spring faculty conference, which conference will conclude no later than two (2) Working Days following the University's spring KCA commencement.
- 4.3. During each Academic Year, unless otherwise authorized in writing by the Member's Associate 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.

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

- 5.1. The Provost, after consultation with the appropriate Deans, Associate Deans, and Department Chairs, and other Administrative Officer 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 University will have no obligation to respond to such a counter-offer, and instead, may rely upon the new Faculty Member's rejection of the offer of employment set forth in the Appointment Letter.

- 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.

**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. 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 a Member wishes to negotiate changes to the 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.

## **ARTICLE 7. FACULTY MANUAL**

7.1 The University will cause the Provost to produce a current Faculty Manual on or before October 24, 2005. The University will publish the Faculty Manual online and will update it as the University policies and/or procedures included in it are updated, modified, and/or changed.

**ARTICLE 8. PROFESSIONAL DEVELOPMENT PLANS**

- 8.1. Each Member will develop a written Professional Development Plan that sets forth a program for that Member's future Professional Development in Teaching, Scholarship, and Service. Each Member's Professional Development Plan will include objectives that are realistic and that will call for the continued Professional Development of that Member. Each Member will be expected to accomplish the objectives set forth in that Member's Professional Development Plan.
- 8.2. 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.
- 8.3. The Professional Development Plans of non-Tenured Members will cover three (3) Academic Years, and the Professional Development Plans of Tenured Members will cover five (5) Academic Years.
- 8.4. Each Member will submit that Member's Professional Development Plan to the University employee indicated below:
  - 8.4.1. Each Member who is not Department Chair or an Associate Dean will submit that Member's Professional Development Plan to that Member's Department Chair/Associate Dean/Dean.
  - 8.4.2. Each Member who is a Department Chair will submit that Member's Professional Development Plan to that Member's Associate Dean/Dean.
  - 8.4.3. Each Member who is an Associate Dean will submit that Member's Professional Development Plan to that Member's Dean.

**ARTICLE 9. PERFORMANCE REVIEWS OF MEMBERS**

- 9.1. Periodic Reviews of non-Tenured Members will be governed by the provisions set forth in attached **Appendix E**, which is incorporated by reference into this Agreement.

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

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

- 10.1. When the University decides not to reappoint a non-Tenured Member for reasons other than termination for just cause, Retrenchment, or retirement, the University will notify the Member of the University's decision not to reappoint on or before March 15 of the current Academic Year. In most cases the University will offer a terminal year Reappointment Letter to Members who will not be reappointed.
- 10.2. However, at the discretion of the President, after consultation with the Provost, the Member's Dean, the Associate Dean, and/or Department Chair, and any other academic administrator deemed appropriate, the University may, in its sole discretion, decline to offer a terminal year Reappointment Letter where egregious misbehavior or serious non-performance of duties is involved. If the decision is made by the University to decline to offer a terminal year Reappointment Letter, written Notice of non-reappointment will be given to the Member on or before December 15<sup>th</sup> of the current Academic Year.
- 10.3 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, Associate Dean, and/or Department Chair, and the University Personnel Panel.

#### **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, and subject to favorable Periodic 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. Pursuant to **Appendix Section F.6.1.5.2.**, the employment of any Member whose Tenure has been suspended following a Post-Tenure Review, may be terminated by the University if deficiencies identified during the Post-Tenure Review have not been rectified by the Member during the year of Tenure suspension, and such termination will be deemed to be for just cause.
- 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, Associate Dean, and 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 with fewer than three (3) full Academic Years of Teaching experience at one or more accredited institutions of higher learning will not be granted Tenure prior to the completion of six (6) consecutive full Academic Years of service to Park University. Without the written approval of the Provost, a Member with fewer than three (3) full Academic Years of Teaching experience at one or more accredited institutions of higher learning who became a University full-time Faculty Member prior to August 15, 2005, will not be granted Tenure prior to the completion of five (5) consecutive full Academic Years service to the University.
- 11.6. A Member on Tenure-track who has three (3) or more full Academic Years of Teaching experience at one or more regionally accredited institutions of higher learning may, with the written approval of the Provost, be granted Tenure at the end of three (3) consecutive full Academic Years of Teaching service to the University. If the University grants Tenure credit to a new Faculty Member for such 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.
- 11.7. If a Tenure-track Member has not been granted Tenure upon the completion of seven (7) consecutive full Academic Years of continuous employment as a Tenure-Track Faculty Member by the University, the employment of the Member will be terminated. 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 and Service. Faculty Members in each academic discipline, in consultation with the Department Chair, Associate Dean, 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. In cases of exceptional merit, the Provost may allow a Member to request in writing early consideration for promotion or Tenure. The

Provost, after consultation with the Personnel Panel or Tenure Committee, will make a decision on the request within forty-five (45) Working Days after receipt of the request and will notify the applicant of the decision in writing.

- 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 if there is a vacancy in the Member's Primary Teaching Field. If there is such vacancy, the University will employ the Member to replace a non-Tenured Member if there is one, and if not, to replace another Tenured Member in the Member's Primary Teaching Field who has a Tenure date that is later than that of the reassigned Member. If no vacancy exists in the returning Member's Primary Teaching Field and the member cannot displace another Member in the Member's Primary Teaching Field, the University may, at its option, assign the returning Member to perform duties within the Member's Secondary Teaching Field, if any. 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.

## **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 and the Faculty Senate prior to the termination of any such Member. Before Retrenchment is implemented, the University will consult with the Federation and the Faculty Senate and explore alternate means of resolving the circumstances requiring Retrenchment. If the University determines that Retrenchment is necessary, the Federation Executive Council, Faculty Senate, 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 Human Resources Department 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.

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

- 13.1. Each Member will have the right to examine, copy and respond to materials contained in that Member's Personnel File. 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 File. The University will adopt and enforce policies, rules and regulations designed to maintain the confidentiality of personnel files of Members.
- 13.2. Access to a Member's Personnel File 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 Resources.
- 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 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 Resources 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.

#### **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 and policy matters.
- 14.2. The Provost will be available to meet with the Faculty Senate President at least thirty (30) days before each regularly scheduled meeting of the Board of Trustees to discuss Faculty activities and issues that the Faculty Senate President may wish to communicate to the Board of Trustees. The Faculty Senate President will be entitled to submit to the Board of Trustees a written report ("Senate Board Report") regarding Faculty activities and issues that have been discussed with the Provost at each regularly scheduled meeting of the Board of Trustees, and further provided that the Senate Board Report has been submitted to the Provost no later than twenty-one (21) days prior to the Board meeting information is scheduled to be sent to individual trustees prior to each regularly scheduled meeting of the Board of Trustees. The Senate Board Report may not be sent directly to trustees by the Senate.
- 14.3 Once during each Academic Year up to 3 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 one of the three (3) regular meetings of the Board of Trustees. 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.

- 14.4. The President will meet with the Faculty Senate Executive Committee and 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, at such times agreed to by the Faculty Senate and Federation. Such meetings may, at the discretion of the President, be held separately or concurrently, and may be held more frequently than twice each Academic Year, the timing of which will be determined based upon the schedules of the affected parties.
- 14.5. The President and the Provost will continue to consult with the Curriculum Committee and/or the Graduate Academic Council about any programs that the University proposes to establish and will consider any recommendations made by those bodies before establishing such programs.
- 14.6. In the spirit of Shared Governance, 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.
- 14.7. The University retains the right to adjust the academic and administrative structures of the University. To the extent that such adjustments include changes of administrative titles, the Provost will consult with the Faculty Senate and the Federation at least thirty (30) days prior to implementation of such changes. In cases in which the Provost believes that it would be in the best interest of the University to accelerate such changes, the Federation, upon request, will meet and confer in good faith, and if the parties so agree, the changes will be accelerated.

#### **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/Associate Dean/Dean after consultation with each Member, subject to approval by the Provost.
- 15.3. Special duties for which Members will be paid Additional Compensation or for

which Release Time will be granted by the University will be made by mutual agreement between the Member and the Member's Department Chair, and/or Associate Dean and Dean, subject to the approval of the Provost. Additional 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.
- 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 Associate 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 Associate 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 Associate 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 Associate Dean will decide whether to grant the Workload Schedule Modification Application, and will notify the Member, the Member's Department Chair and/or Associate 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 Resources 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/Associate Dean/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/Associate 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. The Provost may refuse to employ any Member to perform duties in excess of a those included in a Member's Full Load if during the term of this Agreement, that Member has unsatisfactory Periodic Reviews or Post-Tenure Reviews or if that Member's Department has failed to make satisfactory progress on the implementation of the Department assessment plan, and assessment of students learning outcomes. Whether Periodic Reviews and Post-Tenure Reviews are unsatisfactory and whether satisfactory progress has been made on a Member's Department assessment plan will be determined by the Provost based upon

criteria established by the HLC, the University Assessment Committee and approved by the Provost.

- 15.10. During any Term or Semester in which a Member is scheduled to teach, that Member will reserve a minimum of six (6) hours (“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 Associate Dean during the first full week of class meetings each Semester or Term.
- 15.11. When the CDL Dean or the CDL Dean's designee, after consultation with the appropriate Department Chair, determines the need to develop or redevelop an Online Course, the CDL Dean or the CDL Dean's designee will notify the appropriate Department Chair/Associate Dean of the course name and number, the term it will be offered, and the deadlines that any Faculty Member who develops the Online Course will be required to meet. The Department Chair will then have fifteen (15) Working Days after notification is sent 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 the applicable deadlines. If no Member in the Department elects to develop or redevelop the Online Course, or if the Department Chair fails to respond at the conclusion of the fifteen (15) Working Day period, the Associate Dean will have ten (10) Working Days to identify a Member to develop or redevelop the Online Course. If the Associate Dean fails to identify such a Member, the University may employ a non-Member of the University's choice to develop or redevelop the Online Course.
- 15.12. 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>.
- 15.13. Independent Studies will be taught at the discretion of the Member, after consultation with the Member's Department Chair/Associate Dean. Members who teach University courses that have fewer than ten (10) students 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.

**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, 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 Provost 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, consulting or business endeavors of the Member so the Provost can make a reasonable decision as to the request. The Provost may deny the request if the Provost 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. The Provost may also deny the request if the proposed employer or third party consulting client is an institution of higher learning or other entity that the Provost determines to be a competitor of the University, and that any course content to be taught by the Member for the proposed employer, covers the same course content taught by the Member for the University, or that the proposed employment or consulting of the Member would be similar to the duties of the Member at the University, or that any such duties would constitute a conflict of interest because performance of those duties would be inconsistent with duties owed to the University, or that such employment or consulting would be otherwise detrimental to the best interests of the University. Any such requests must be received by the Provost 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 Provost will notify the Member of the Provost's decision within ten (10) Working Days after the Provost receives the Member's request.

**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.

### **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 an additional Sabbatical 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, Associate Dean, 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 Associate Dean/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, Associate Dean, 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, Associate Dean, 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/Associate Dean/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.

#### **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**), an amount of money equal 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.

- 19.3. Any Faculty Member may submit a written application (“PD Grant Application”) for a professional development grant (“PD Grant”) from the Budgeted Professional Development Funds. PD Grant Applications seeking funding for a Member’s attendance at a Professional Meeting will be considered only if that Member will make a Presentation at that Professional Meeting, or, in the case of applicants who wish to attend a Professional Meeting but make no Presentation, with the approval of the Provost after consultation with the applicant’s Department Chair. Such a PD Grant Application must be submitted to the Member’s Department Chair no later than four (4) months prior to the date on which the grant, if approved, is to be expended. The PD Grant Application will be reviewed by the Member’s Associate Dean, Dean, and then the Provost. Each PD Grant Application must be on a form provided by the Provost and must include a rationale for the use of the PD Grant, and must indicate the amount of funding requested. A decision on each PD Grant Application will be made by the Provost no later than thirty (30) Working Days after the Provost received the application.
- 19.4. 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 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.

#### **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.

### **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.

### **ARTICLE 22. GRIEVANCES**

- 22.1. A Grievance may be filed by any Member under any provision of this Agreement. 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.
- 22.2. In all instances where a Grievance exists between the Federation and University that may lead to formal action by either party under this Agreement against the other, a conference will be held in an attempt to resolve the Grievance. If the Grievance is not resolved within ten (10) Working Days either party may take formal action permitted by this Agreement and by the law.
- 22.3. If a Member has a Grievance, except as provided in Section 22.4, such Grievances will, unless submitted to arbitration under Section 22.10, be handled as follows:

**Step (a).** Any Member having a Grievance must, within thirty (30) Working Days after the date the Grievance first arose or after the Member first learned or reasonably should have learned of the Grievance, thoroughly discuss the Grievance with a representative of the University designated by the Provost.

**Step (b).** In the event a satisfactory resolution of the Grievance has not been achieved under Step (a) within thirty (30) Working Days after the

Step (a) resolution attempt, the Member may submit the Grievance in writing to the Provost. The Member and the Provost will attempt to resolve the Grievance. Any Grievance not submitted to the Provost in writing within the thirty (30) Working Days after the Step (a) resolution attempt will be deemed to have been withdrawn by the Member.

**Step (c).** If the discussion between the Provost and the Member does not result in a satisfactory resolution or the Grievance is not withdrawn, the Grievance will be referred to the President, or the President's designated representative, and the Federation President, or the Federation President's designated representative, who will attempt to settle the Grievance. Any Grievance not referred to the President in writing within the thirty (30) Working Days referred to in Step (b) will be deemed to have been withdrawn.

**Step (d).** If the discussion between the President (or the President's representative) and the Federation President (or the Federation President's designated representative), does not result in a satisfactory resolution or the Grievance is withdrawn, the Grievance may be submitted in writing to an arbitrator within the thirty (30) Working Days referred to in Step (c) but only if the Grievance meets the criteria set forth in Section 22.4.

- 22.4. To be submitted for resolution under this Section 22.4 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.
- 22.5. 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 Federal Mediation and Conciliation Service 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.

- 22.6. The scope of authority and powers of the arbitrator selected under 22.5 of this Article 22 will be specifically limited and restricted as follows:
  - 22.6.1. 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,
  - 22.6.2. 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 22.4.
- 22.7. 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.
- 22.8. 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.
- 22.9. The time periods specified in this Article 22 may be waived by mutual written agreement between the University and the Federation.
- 22.10. 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.
- 22.11. 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.

**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.

**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.

#### **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.

#### **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/Associate Dean or Campus Center Academic Director/CDL Dean 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 Associate Dean/ 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 Associate Dean, will consider:
  - 26.5.1 The qualifications of the full-time or Adjunct Faculty Member who will teach the course.
  - 26.5.2 The needs of the University programs, and the University Departments, and
  - 26.5.3 The Workload of the full-time Members and Adjunct Faculty Members.
  - 26.5.4 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.

#### **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.
- 27.2. 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 for Academic Affairs  
The Office of Academic Affairs  
8700 N.W. River Park Drive  
Parkville, MO 64152
- 27.3. 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
- 27.4. 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 Resources.
- 27.5. 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 Resources.

**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. 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.
- 28.5. This Agreement will be effective August 15, 2005 and will continue in effect through August 14, 2009 and thereafter by automatic renewal from year-to-year unless Notice in writing is given on or before September 1, 2008, 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

PARK UNIVERSITY FACULTY COLLECTIVE BARGAINING AGREEMENT

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Approved/Federation, June 16, 2005

Approved/Park University Board of Trustees, June 24, 2005

notification in writing by the notifying party must, within ten (10) Working Days respond in writing to the notifying party. By September 15, 2008, the parties will meet and establish a timetable for negotiations. A proposed collective bargaining agreement will be negotiated by January 15, 2009 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 2009 meeting.

28.6 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.

28.7 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

THE BOARD OF TRUSTEES OF  
PARK UNIVERSITY, a Missouri  
nonprofit corporation

BY: \_\_\_\_\_  
Patricia Chernovitz, Ph.D.  
President

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

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

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

## APPENDIX A

### GLOSSARY

|                                       |   |
|---------------------------------------|---|
| <b>Academic Year:</b>                 | That portion of each calendar year which starts August 15 <sup>th</sup> and ends August 14 <sup>th</sup> of the following calendar year.  |
| <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, Section A.4.3.</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. Associate Dean or 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.

- Annual Salary:** The amount designated as a Member's Annual Salary in the Member's Appointment or Reappointment Letter.
- Appointment Date:** 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.
- Appointment Letter** 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.
- Associate Dean:** An employee of the University who provides academic leadership for one of the Schools.
- Associate Dean/Dean:** Means that if the Associate Dean's position is vacant, the Dean who would supervise the Associate Dean will act.
- Bargaining Unit:** The Members.
- Bereavement Leave:** Leave for bereavement as described in the Employee Handbook.
- Board of Trustees:** The governing board of the University.
- Boyer Model:** A model of scholarship based on Ernest L. Boyer, *Scholarship Reconsidered: Priorities of the Professoriate*. (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 **Appendix G**,

which is incorporated by reference into this definition and by use of this definition, is incorporated by reference into this Agreement.

**Budgeted Professional Development Funds:**

The type of funds that the University will provide for Faculty Professional Development that are described in Section 19.4.

**Campus Center:**

A location at which the University offers academic programs, in face-to-face and/or online class format.

**Campus Center Academic Director:**

The University's senior academic officer at a Campus Center other than the Parkville Campus Center that reports to an Associate Dean/Dean.

**Campus Center Director:**

The University's senior Administrative Officer at a Campus Center other than the Parkville Daytime Campus Center

**Catalog:**

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.

**CDL Dean:**

The Dean of the University College for Distance Learning.

**Class Room Observation:**

The observation of a Member by another Faculty Member as that Member teaches a Class, which observation is carried out as a part of a Periodic Review or a Post-Tenure Review.

**Classified Personnel:**

Those employees who are exempt from federal wage and overtime provisions under the U.S. Fair Labor Standards Act.

**College:**

A major academic unit of the University headed by a Dean that is responsible for the Schools within that College.

**College for Distance Learning:**

One of the Colleges of the University.

**Collegiality:**

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.

- Committee:** A Faculty Senate Committee or a University Committee.
- Committee Chair:** The person who presides over a Committee.
- Community Service:** This term has the meaning ascribed to it in the Boyer Model.
- Curriculum Committee:** A University Committee charged with the review of all matters pertaining to undergraduate curricula.
- DCR Plan:** The 403b defined contribution retirement plan of the University as described in **Appendix B, Section A.3.**
- Dean:** A University's Administrative Officer who provides academic leadership for one of the Colleges.
- Department:** An academic unit headed by a Department Chair that is responsible for a program or group of programs of study within a School.
- Department Chair:** An employee of the University who provides academic leadership for a Department.
- Department Chair/Associate Dean/Dean:** 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.
- Dependent:** 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.
- Director:** A full-time administrative professional employed by the University who is responsible for an administrative unit of the University.
- Distance Learning:** 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.

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| <b>Effective Date:</b>                     | August 15, 2005.  |
| <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 manual written and maintained by the University 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, Associate 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 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.   |

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| <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, Section B.6.</b>   |
| <b>FDE Grants:</b>                       | Grants made by the University to fund FDE Activities, as described in <b>Appendix B, Section B.6.</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, Section B.1.4.1.</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, Section B.1.4.1.</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.   |

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| <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 Section 15.10.   |
| <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.

**Parkville Campus Center:** The official title of the University's flagship Parkville Campus Center in Parkville, Missouri.

**Periodic Review:** In the case of a non-Tenured Member's employment the term means the evaluation performance as provided in Section 9.1 and **Appendix E**, and in the case of a Tenured Member, the evaluation of that Tenured Member's performance as provided in Section 9.2 and **Appendix F**.

**Personnel File:** The file that the University maintains on a Member in the University Department of Human Resources, which file may be in any format determined by the University, including but not limited to a paper or electronic format.

**Personnel Panel:** 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.

**PD Grant:** A grant Budgeted Professional Development Funds as described in Article 19.

**PD Grant Application:** An application for a PD Grant, as described in Article 19.

**Portfolio Faculty Member:** 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 Section 15.8.

**Portfolio Program:** 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.

**Post-Tenure Review:** An evaluation of a Tenured Member's professional performance

as described in Article 9.

- PPO:** Preferred Provider Organizations, as that term is used in the medical insurance field.
- President:** 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.
- Primary Teaching Field:** The academic field in which a Member received that Member's primary degree(s) or has significant graduate coursework or professional experience.
- Presentation:** The act of presenting professional work to others, verbally and/or visually in a formal setting.
- Professional Development:** 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.
- Professional Development Plan:** A plan prepared by a Member that establishes the course of action that the Member will undertake to further the Member's Professional Development within that Member's Primary Teaching Field and that Member's Secondary Teaching Field, if any, as described in Article 8.
- Professional Meeting:** 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.
- Professional Service:** 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.
- Program Coordinator:** 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.
- Provost** 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.

- RA Plan:** The Retirement Annuity Plan of the University as described in **Appendix B, Section B.1.2.**
- RA Provider:** The corporation or other firm that issues the RA Plan as set forth in **Appendix B, Section B.1.2.**
- Reappointment Letter:** 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.
- Release Time:** The substitution of a portion of a Member's Standard Teaching Load in exchange for a work assignment approved by the Provost.
- Research:** 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.
- Retrenchment:** 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.
- Reviewed Member:** Members who are subject to Periodic Reviews or Post-Tenure Reviews as set forth in Article 9.
- Reviewers:** University employees who conduct Periodic Reviews or Post Tenure Reviews, as set forth in Article 9.

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| <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 ascribed to it in the Boyer Model, as set forth in <b>Appendix G</b> .   |
| <b>School:</b>                             | A major academic unit of a College that is headed by an Associate Dean that 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 Section 5.2.                          |
| <b>Senate Board Report:</b>                | The report from the Faculty Senate to the Board of Trustees, as described in Section 14.2 of this Agreement.   |
| <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, Section D.2</b> .  |
| <b>Standard Committee Assignment Load:</b> | The number and kind of Committee or other assignments that constitute the maximum permitted as part of a Member's Full Load.   |
| <b>Standard Teaching Load:</b>             | Twenty-four (24) undergraduate credit hours, eighteen (18) graduate credit hours or twenty-four (24) combined graduate   |

and undergraduate credit hours per year.

- Standing Committee:** A group of individuals appointed to a Committee that is a Faculty Senate Standing Committee or that is created by the President or Provost that has ongoing responsibility to make recommendations or carry out other assigned functions.
- Strike:** Concerted action by Members as described in Section 23.1.
- Student Handbook:** A manual written and maintained by the University that provides information about University policies and information of interest to University students.
- Supervisor:** 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.
- Teaching:** The profession and practice of instructing students in a Member's Primary Teaching Field or Secondary Teaching Field, if any.
- Team-Teaching:** The practice of Teaching a course with multiple instructors.
- Tenure Committee:** 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.
- Tenure:** 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.
- Tenure Track:** An employment status conferred upon a Member by the

University that entitles the Member to apply for Tenure, as described in Article 11.

- Term:** Any period of instruction that is designated as a “Term” in the Catalog.
- Terminal Degree:** An academic degree recognized as terminal by the University conferring upon the Faculty Member authority over an academic discipline.
- T.I.A.A.** Teachers Insurance and Annuity Association of America.
- University:** The Board of Trustees of Park University, a Missouri nonprofit corporation that does business as “Park University.”
- University Committee:** 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.
- University Service:** This term has the meaning ascribed to it in the Boyer Model that directly benefits the University.
- USERPA:** Uniformed Services Employment and Re-employment Rights Act
- WC Acts:** The Workers Compensation Acts of the states within which Members are employed by the University, as described in **Appendix B, Section B.1.6.**
- WC Insurance:** The Workers Compensation insurance that the University purchases as described in **Appendix B, Section B.1.6.**
- WG Insurance:** The wage continuation insurance the University purchases, as described in **Appendix B, Section B.1.6.**
- 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 Resources 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. MEDICAL INSURANCE, LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

B.1.4.1 The following provisions will govern group medical insurance.

B.1.4.1.1 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 3 University administrators designated by the President of the University, and 3 Members elected by the Federation designated by the Federation President.

B.1.4.1.2. 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 Human Resources Director. Initial applications will be accepted by the University at the time of a Member’s full-time employment.

B.1.4.1.3. 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.1.4.2. 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.1.4.3. The University will provide a \$50,000 accidental death and dismemberment insurance policy ("AD&D Insurance") that covers each Member at no cost to the Member. The benefit of each Member covered by the AD&D Policy will be an amount equal to the Member's Annual Salary. 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.1.5. 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.1.6. 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.1.7. 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.1.8. 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 KRCHE 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 Resources 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.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 conferences 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. METHODS OF FUNDING:

B.6.8. 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, 2005 will be as follows:

| <u>RANK</u>         | <u>2005-06</u> | <u>2006-07</u> | <u>2007-08</u> | <u>2008-09</u> |
|---------------------|----------------|----------------|----------------|----------------|
| Professor           | \$60,000       | \$63,000       | \$66,150       | \$69,457       |
| Associate Professor | \$50,000       | \$52,500       | \$55,125       | \$57,881       |
| Assistant Professor | \$40,000       | \$42,000       | \$44,100       | \$46,305       |
| Instructor          | \$32,000       | \$33,600       | \$35,280       | \$37,044       |

**B. RAISES FOR 2006-2009**

| <u>RANK</u>         | <u>2006-07</u> | <u>2007-08</u> | <u>2008-09</u> |
|---------------------|----------------|----------------|----------------|
| Professor           | 5%             | 5%             | 5%             |
| Associate Professor | 5%             | 5%             | 5%             |
| Assistant Professor | 5%             | 5%             | 5%             |
| Instructor          | 5%             | 5%             | 5%             |

**C. RAISES FOR REAPPOINTED MEMBERS**

Any Member covered by this Agreement who receives a Reappointment Letter for the 2005-2006 Academic Year will receive a salary increase that will raise the Member's Annual Salary to at least the minimum for the Member's Faculty Rank plus \$2,000 or 3.5% of the Member's 2004-2005 Annual Salary, whichever is greater, above the minimum Annual Salary of the Member's Faculty Rank for the

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2005-2006 Academic Year, e.g., minimum salaries will be the greater of Column A or Column B.

| <u>RANK</u>         | <u>Column A</u> | <u>Column B</u>          |
|---------------------|-----------------|--------------------------|
| Professor           | \$62,000        | 103.5% of current salary |
| Associate Professor | \$52,000        | 103.5% of current salary |
| Assistant Professor | \$42,000        | 103.5% of current salary |
| Instructor          | \$34,000        | 103.5% of current salary |

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**APPENDIX D**

**WORKLOAD COMPENSATION SCHEDULE**

D.1 The standard teaching load (“Standard Teaching Load”) for Members will be twenty-four (24) undergraduate credit hours or eighteen (18) graduate credit hours or twenty-four (24) combined graduate and undergraduate credit hours per Academic Year. 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 \$700 per credit hour.

D.1.1. For purposes of calculating the Standard Teaching Load, each scheduled laboratory hour, or studio hour, or clinical hour per week 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.2 The standard advising load (“Standard Advising Load”) for each Member will be thirty (30) or fewer students per Academic Year. Each Member with an advising load that exceeds the Standard Advising Load will be paid Additional Compensation or granted Release Time by the University based upon the rate specified below:

| <b>Advisees</b> | <b>Additional Compensation or Release Time</b>         |
|-----------------|--|
| 31-50           | \$700 or one (1) credit hour per year                  |
| 51-75           | \$1050 or one and one-half (1.5) credit hours per year |
| 76-100          | \$1400 or two (2) credit hours per year                |

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.

D.3 The standard committee assignment load (“Standard Committee Assignment Load”) will be determined as provided below. Except as

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provide in this **Appendix D, Section D.3.2.**, no Member will be assigned to Committees, unless negotiated by the University and the Member. Committee assignments in excess of the Standard Committee Assignment Load will be embodied in an amendment to the Member's Appointment Letter or Reappointment Letter and will constitute Service:

- Chair of a University Committee
- President or Secretary of the Faculty Senate
- Member of a University Committee and one (1) Faculty Senate Committee
- Member of Faculty Senate and one (1) additional Committee
- Chair of a Committee and Member of one (1) Faculty Senate Committee
- Member of three (3) Committees.

D.3.1 For purposes of this **Appendix D**, a Committee will include: Faculty Senate Standing Committees or Workgroups, University Committees, the Tenure Committee and Task Forces. A University Committee will include the University Assessment Committee, the Curriculum Committee, and the Personnel Panel, and any other Committee created by the University that the Provost agrees will be subject to this Section D.3.1

D.3.2 All other Committees not included in **Appendix Section D.3.1.** (such as search committees and judiciary committees) will not be subject to inclusion in the calculation of a Member's Standard Committee Assignment Load, but rather such service will constitute Service by such Member.

D.4. Each Member who supervises Independent Studies or Independent Research; or who provides Individualized Instruction, Independent Instruction, or Portfolio instruction; will be paid Additional Compensation at a rate equal to one (1) credit hour per student.

D.5. Each Member who supervises an Internship will be paid Additional Compensation at the rate of tuition paid by a student for one (1) credit hour.

D.6. Members will be paid Additional Compensation at the rate of 0.1 credit

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hour overload for each student over 30 who is enrolled in a face-to-face class at the conclusion of the Enrollment Adjustment Period.

- D.7. In the calculation of the Workload of a Member who is an Associate Dean, no fewer than six (6) credit hours of Release Time will be granted by the University during each Semester.
- D.8. 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  | 3 hours per Semester |
| 6-10  | 4 hours per Semester |
| 11-20   | 5 hours per Semester |
| More than 20  | 6 hours per Semester |

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 full-time Faculty Members who were in the Department at the end of the previous Fiscal Year.

- D.9. 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:

| <b># of Active Adjunct Faculty Members</b> | <b>Release Time or Additional Compensation</b> |
|--|--|
| 50 or fewer                                | 2 credit hours or \$1400 per year              |
| 51-100                                     | 3 credit hours or \$2100 per year              |
| 101-150                                    | 4 credit hours or \$2800 per year              |
| 151-200                                    | 5 credit hours or \$3500 per year              |
| 201-250                                    | 6 credit hours or \$4200 per year              |
| 251-300                                    | 7 credit hours or \$4900 per year              |
| 301-350                                    | 8 credit hours or \$5600 per year              |
| 351-400                                    | 9 credit hours or \$6300 per year              |
| 401-450                                    | 10 credit hours or \$7000 per year             |
| 451-500                                    | 11 credit hours or \$7700 per year             |

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|         |                                    |
|---------|------------------------------------|
| 501-550 | 12 credit hours or \$8400 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 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.10. All Additional Compensation to be paid by the University to a Member, based upon **Appendix D**, will be paid as part of the July monthly payroll.

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**APPENDIX E**

**REVIEW OF NON-TENURED MEMBERS**

- E. Periodic Reviews of non-Tenured Members will be governed by the provisions set forth in this **Appendix E**.
  - E.1. Each non-Tenured Member will be subject to an annual Periodic Review. Each non-Tenured Member's Periodic Review will be completed by the end of the fall Semester if that non-Tenured 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 Periodic Review of a non-Tenured Member will include a review of that non-Tenured Member's Teaching effectiveness, Scholarship, Collegiality and Service. Comments in the Periodic Review that concern the Teaching effectiveness of the non-Tenured Member will include observations based upon at least one Class Room Observation of that non-Tenured 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 Periodic Review of the non-Tenured Member.
    - E.2.2 A comprehensive written evaluation of the Teaching effectiveness of the observed non-Tenured Member will be prepared by the Faculty Member who conducts the Class Room Observation, which written evaluation will be submitted to the University employee who conducts the Periodic Review, and will be used in the preparation of the Periodic Review of the observed Member.
  - E.3. The Periodic Review of each non-Tenured Member will include an assessment of the progress made by that non-Tenured Member in the implementation of that non-Tenured Member's Professional Development Plan.

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- E.4 The Periodic Review of each non-Tenured Member who is a Department Chair will include solicitation and consideration of feedback from all full-time Faculty Members in the non-Tenured Member's Department, and the Periodic Review of each Member who is an Associate Dean will include solicitation and consideration of feedback from all full-time Faculty Members in that non-Tenured Member's School. That feedback will be summarized in the non-Tenured Member's Periodic Review.
- E.5 Each non-Tenured Member will have that non-Tenured Member's Periodic Review overseen by the University employee indicated below:
- E.5.1 The Periodic Review of each non-Tenured Member who is not a Department Chair or an Associate Dean will be overseen by that non-Tenured Member's Department Chair/Associate Dean/Dean.
- E.5.2 The Periodic Review of each non-Tenured Member who is a Department Chair will be overseen by that non-Tenured Member's Associate Dean/Dean.
- E.5.3 The Periodic Review of each non-Tenured Member who is an Associate Dean will be overseen by that non-Tenured Member's Dean, or if none, by the Provost or the Provost's designee.
- E.5.4 Each University employee designated to oversee a Periodic Review pursuant to **Appendix Sections E.5.1, E.5.2 and E.5.3** is sometimes referred to below as the "NTM Reviewer," and the non-Tenured Member who is reviewed is sometimes referred to as the "Reviewed non-Tenured Member."
- E.5.5 Period Reviews of non-Tenured 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 NTM Reviewer of the Periodic Review of a

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Member, that NTM Reviewer will meet with the Reviewed non-Tenured Member to discuss that Periodic Review, including any recommendations in it that relate to the continued Professional Development of that Reviewed non-Tenured Member.

E.5.5.2. Any Reviewed non-Tenured Member who disputes the results of that Reviewed non-Tenured Member's Periodic Review may, no later than the tenth (10<sup>th</sup>) day after meeting with the NTM Reviewer, seek the relief permitted by the following provisions:

E.5.5.2.1 Each Reviewed non-Tenured Member who is not a Department Chair or an Associate Dean may request that the Reviewed non-Tenured Member's Associate Dean mediate the dispute. If the Reviewed non-Tenured Member is not satisfied with the action of the Reviewed non-Tenured Member's Associate Dean, or if the position of Associate Dean is vacant, then the Reviewed non-Tenured Member may request that the Reviewed non-Tenured Member's Dean mediate the dispute. If the Reviewed non-Tenured Member is not satisfied with the action of the Reviewed non-Tenured Member's Dean, or if the position of Dean is vacant, then the Reviewed non-Tenured Member may appeal to the Provost. The action of the Provost on the dispute will be final.

E.5.5.2.2 Each Reviewed non-Tenured Member who is a Department Chair may

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request that that Reviewed non-Tenured Member's Dean mediate the dispute. If the Reviewed non-Tenured Member is not satisfied with the action of the Reviewed non-Tenured Member's Dean, or if the position of Dean is vacant, then the Reviewed non-Tenured Member may appeal to the Provost. The action of the Provost on the dispute will be final.

E.5.5.2.3. Each Reviewed non-Tenured Member who is an Associate Dean may request that the Provost mediate the dispute. The action of the Provost on the dispute will be final.

E.5.5.2.4. The resolution of any Reviewed non-Tenured Member's dispute regarding the results of that non-Tenured Member's Periodic Review will, unless otherwise agreed by the Reviewed non-Tenured Member, be completed no later than forty-five (45) days after the date the Reviewed non-Tenured Member initiated mediation of such a dispute pursuant to this Agreement.

E.5.5.3. Each Periodic Review of a Reviewed non-Tenured Member, including documents related to the resolution of any dispute with regard to which a Reviewed non-Tenured Member has initiated mediation, will be placed in that Reviewed non-Tenured Member's Personnel File, and a copy provided to the Reviewed non-Tenured Member. Each Reviewed non-Tenured Member may submit to the Provost a written statement related to any Periodic Review of that Reviewed non-Tenured

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Member, and that written statement will be included in the Personnel File of that Reviewed non-Tenured Member.

- E.6. The University may, from time-to-time, change the titles of the University employees designated to oversee Periodic Reviews of non-Tenured Members, in which event the Provost will notify the Federation and any affected non-Tenured Member of the name and title of the University employee who will be responsible for overseeing those Periodic Reviews.
- E.7. Periodic Reviews are expected to involve significant peer input and academic administrators who oversee Periodic Reviews are expected to utilize other Faculty Members in the Periodic Reviews that they oversee, which involvement and utilization will be carried out in the spirit of Shared Governance.

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**APPENDIX F**

**REVIEW OF TENURED MEMBERS**

- F. Tenured Members, in addition to being subject to Periodic Reviews, will be subject to Post-Tenure Reviews, both of which are subject to the procedures set forth in this **Appendix F**, which reviews are sometimes referred to as "TM Reviews," which will be governed by the following provisions:
- F.1. An annual Periodic Review of each Tenured Member will be conducted except during those Academic Years during which that Tenured Member is subject to a Post-Tenure Review. Each Periodic Review of a Tenured Member will include a review of that Tenured Member's Teaching effectiveness, Scholarship, Collegiality and Service.
  - F.2. A Post-Tenure Review of each Tenured Member will be conducted every five (5) Academic Years, and the Associate Dean/Dean of a Tenured Member will provide written Notice to a Tenured Member that a Post-Tenure Review of that Tenured Member will be conducted in any given Academic Year, which Notice will be given before the first day of the Academic Year during which a Post-Tenure Review of the notified Tenured Member will be conducted.
  - F.3. The schedule for Post-Tenure Reviews shall be as follows:
    - F.3.1. For Tenured Members who were granted Tenure in 2001 or after, the Post-Tenure Review will be conducted every fifth Academic Year after Tenure was originally granted by the Board of Trustees.
    - F.3.2. All current Members who were granted Tenure prior to 2001 will be divided into five groups of approximately equal size. The groups will be based upon the number of years each Member has been Tenured. Those Members who have been Tenured for the longest period will form the first group, those Members who have been Tenured for the

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second longest period will form the second groups and so on.

- F.3.2.1. Members in the first group will receive a Post-Tenure Review in the 2005-2006 Academic Year and every five Academic Years thereafter.
  - F.3.2.2. Members in the second group will receive a Post-Tenure Review in the 2006-2007 Academic Year and every five Academic Years thereafter.
  - F.3.2.3. Members in the third group will receive a Post-Tenure Review in the 2007-2008 Academic Year and every five Academic Years thereafter.
  - F.3.2.4. Members in the fourth group will receive a Post-Tenure Review in the 2008-2009 Academic Year and every five Academic Years thereafter.
  - F.3.2.5. Members in the fifth group will receive a Post-Tenure Review in the 2009-2010 Academic Year and every five Academic Years thereafter.
- F.4. The TM Review of each Tenured Member will be completed by the end of the fall Semester if the Tenured 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.
- F.5. Each Periodic Review of a Tenured Member will:
- F.5.1 Provide to that Tenured Member a constructive evaluation of that Tenured Member's Teaching, Scholarship, Collegiality, Service, and
  - F.5.2. Include an evaluation of the progress made by the Tenured Member in implementation of the Tenured Member's Professional Development Plan; and

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- F.5.3. Promote the exchange of pedagogical knowledge and techniques through peer observation and comment; and
- F.5.4. Provide an incentive for that Tenured Member to stay current in that Tenured Member's Primary Teaching Field and, in that Tenured Member's Secondary Teaching Field, if any, and to be energized about that Tenured Member's professional responsibility and Professional Development.
- F.6. Each Post-Tenure Review of each Tenured Member will include all of the evaluations required as part of the Periodic Reviews of Tenured Members, and in addition will include:
  - F.6.1 At least one (1) Class Room Observation of a class being taught by that Tenured Member, which will be subject to the following provisions:
    - F.6.1.1 Each Tenured Member who is undergoing a Post-Tenure Review will submit to the University employee who is overseeing that Post-Tenure Review a list of three (3) Faculty Members willing to conduct the Class Room Observation of that Tenured Member.
    - F.6.1.2. The University employee who is overseeing that Post-Tenure Review will select two Faculty Members to conduct the Class Room Observation, at least one of whom must be from the list submitted by the Tenured Member pursuant to **Appendix Section F.6.1.1.**
    - F.6.1.3. The Faculty Members who will conduct the Class Room Observation will notify the Tenured Member and the Tenured Member's Dean of the date upon which they will conduct the Class Room Observation.

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- F.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 Tenured Member to the University employee who is overseeing the Post-Tenure Review of which the Class Room Observation is a part, and that evaluation will be used in the preparation of the Post-Tenure Review.
- F.6.1.5. A recommendation to the Tenured Member's Dean and to the Provost that the Tenured Member's Tenure be:
  - F.6.1.5.1. Extended for five (5) Academic Years;  
or
  - F.6.1.5.2. Suspended for one (1) Academic Year, effective on the first day of the next Academic Year.
  - F.6.1.5.3. A list of the deficiencies that form the basis for any recommendation that the Tenured Member be suspended pursuant to **Appendix Section F.6.1.5.2.**
- F.7. The decision as to whether to impose a one (1) Academic Year suspension based upon a recommendation made pursuant to **Appendix Section F.6.1.5.2.** will be made by the Provost, after the Provost has reviewed the Post-Tenure Review and after the Provost has consulted with the Department Chair, Associate Dean and Dean of the Tenured Member whose suspension has been recommended.
- F.8. If a Post Tenure Review results in a suspension pursuant to **Appendix Section F.6.1.5.2.**, then the Tenured Member whose Tenure is suspended, will have one (1) Academic Year after the effective date of the suspension, to remedy the deficiencies that

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resulted in the suspension. If the Tenured Member's has not remedied the deficiencies within the one (1) Academic Year period, the Tenured Member's employment by the University will be subject to termination by the University, and such a termination will be deemed to have been for just cause.

F.9. Each Tenured Member will have the Tenured Member's TM Reviews overseen by the University employee indicated below:

F.9.1. The TM Reviews of each Tenured Member who is not a Department Chair or an Associate Dean will be overseen by that Tenured Member's Department Chair/Associate Dean.

F.9.2. The TM Reviews of each Tenured Member who is a Department Chair will be overseen by the Tenured Member's Associate Dean/Dean.

F.9.3. The TM Reviews of each Tenured Member who is an Associate Dean will be conducted by the Tenured Member's Dean, or if none, by the Provost or the Provost's designee.

F.9.4. The University employee designated to oversee TM Reviews pursuant to **Appendix Sections F.9.1., F.9.2. and F.9.3.** is sometimes referred to below as the "TM Reviewer," and the Tenured Member who is reviewed is sometimes referred to as the "Reviewed Tenured Member."

F.9.5. TM Reviews will be overseen pursuant to the following provisions:

F.9.5.1. Within twenty (20) Working Days after completion by a TM Reviewer of a TM Review of a Tenured Member, that TM Reviewer will meet with the Reviewed Tenured Member, and discuss the TM Review.

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F.9.5.2. Any Reviewed Tenured Member who disputes the results of that TM Review may, within ten (10) days after meeting with the TM Reviewer, seek relief as permitted by the following provisions:

F.9.5.2.1. Each Reviewed Tenured Member who is not a Department Chair or an Associate Dean may request that the Tenured Member's Associate Dean, or if the position of Associate Dean is vacant, the Tenured Member's Dean, mediate the dispute. If the Reviewed Tenured Member is not satisfied with the TM Review, then the Reviewed Tenured Member may request that the Reviewed Tenured Member's Dean mediate the dispute unless the Tenured Member's Dean conducted or oversaw the TM Review. If the Reviewed Tenured Member is not satisfied with the action of the Reviewed Tenured Member's Dean, or if the Dean does not act because the Dean oversaw the TM Review, then the Reviewed Tenured Member may appeal to the Provost. The action of the Provost on the dispute will be final.

F.9.5.2.2. Each Reviewed Tenure Member who is a Department Chair may request that the Reviewed Tenured Member's Dean mediate the dispute. If the Reviewed Tenured Member is not satisfied with the action of the Reviewed Tenured Member's Dean, or if the position of Dean is vacant, then the Reviewed Tenured Member may appeal to the Provost. The action of the Provost on the dispute will be final.

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- F.9.5.2.3. Each Reviewed Tenured Member who is an Associate Dean who is dissatisfied with a TM Review may, or who is not a Dean, may request that the Provost mediate the dispute. The action of the Provost on the dispute will be final.
  - F.9.5.2.4. The resolution of any Reviewed Tenured Member's dispute regarding the results of any of any TM Review of a Reviewed Tenured Member will, unless otherwise consented to by the Reviewed Tenured Member, be completed no later than forty-five (45) days after the date on which the Reviewed Tenured Member initiated mediation of the dispute pursuant to this Agreement.
- F.9.6. Each TM Review of a Reviewed Tenured Member, including documents related to the resolution of any disputes with regard to which a Tenured Member has initiated mediation, will be placed in the Tenured Member's Personnel File and a copy provided to the Reviewed Tenured Member. Each Tenured Member may submit to the Provost a written statement related to any TM Review of that Tenured Member, and the statement will be included in the Personnel File of that Tenured Member.
- F.10. The University may, from time-to-time, change the titles of the University employees designated to oversee TM Reviews of Tenured Members, in which event the Provost will notify the Federation and any affected Tenured Member of the name and title of the University employee who will be responsible for overseeing those TM Reviews.

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- F.11. TM Reviews are expected to involve significant peer input and TM academic administrators who oversee TM Reviews are expected to utilize other Faculty Members in the TM Reviews that they oversee, which involvement and utilization will be carried out in the spirit of Shared Governance.

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**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. The balance among these activities in various disciplines should relate directly to its role and mission. The following elements of Scholarship shall be considered in carrying out the role and mission:

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

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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.

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- 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

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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.

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