

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

University Counter

Recognition

October 31, 2025

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

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

A. Mendenhall 11/17/25
Amy Mendenhall

Marsha J. M'Cartney 17 Nov 2025
Marsha J. M'Cartney, UAKU

1
2
3
4

University Counter
Purpose
November 19, 2024

5 The intent and purpose of this Agreement is to ~~provide for collective bargaining conducted in good~~
6 ~~faith and the promotion of~~ promote a sound and mutually beneficial relationship between United
7 Academics of KU, on behalf of the bargaining unit members, and the Employer within the
8 framework provided by the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et
9 seq. ("PEERA"). In accordance with this intent and purpose, This Agreement is intended to
10 establish and make clear the ~~conditions of employment, as that term is defined within PEERA at~~
11 ~~K.S.A. 75-4322(t),~~ wages, hours, terms, and ~~other working~~ conditions of employment of bargaining
12 unit members as allowed under applicable law; to further members' pursuit of excellence,
13 innovation, and collaboration; and to ensure the success of the University of Kansas' mission to
14 educate leaders, build healthy communities, and make discoveries that change the world.

Marsha J. McCartney 19 Nov 2024

Marsha J. McCartney

Emily Casey 19 November 2024

Emily Casey

Barbara A. Bichelmeier 19 November 2024

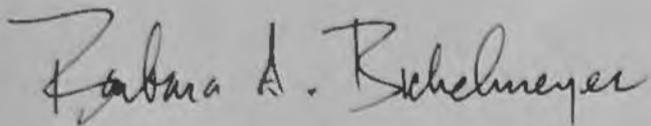
Barbara A. Bichelmeier

UNIVERSITY COUNTER-PROPOSALS

AUGUST 30, 2024

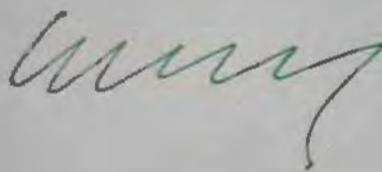
Union #1 – Parties to the Agreement

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



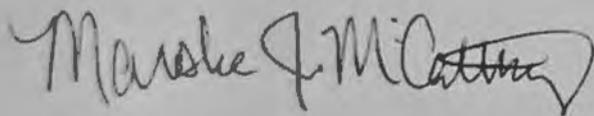
BARBARA A. BICHELMAYER

9/17/2024



Emily CASEY

17 Sept. 2024



MARSHA J. McCARTNEY

17 Sept 24

1
2
3
4
5
6
7
8
9
10
11
12

UAKU, AFT-AAUP

March 14, 2025

Availability of Agreement

Within thirty days of ratification, the Employer will post the Agreement on the Office of Faculty Affairs website in a print-ready and full-text searchable format and notify United Academics of KU of its posting. Upon ratification of this inaugural Agreement, ~~and included in the Annual Salary Notice~~, the Employer and UAKU will each ~~notify send an email~~ notifying current bargaining unit members how to access the Agreement. If the Employer changes the location of the Agreement, the Employer will provide immediate written notice to the Union ~~and will send a letter email~~ of notification to all members of the bargaining unit with the new link.

Marsha J. McCarmey

14 Mar 25

Barbara A. Bebelmeyer
March 14, 2025

MARSHA M-CARMEY

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

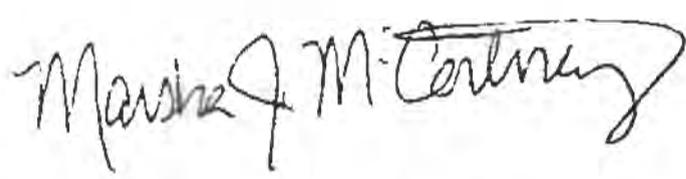
UAKU, AFT-AAUP
March 14, 2025
Notices

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

Unless otherwise provided in this Agreement, the Employer and United Academics of KU will send all customary or required notices or communications **by email**. ~~either by delivery in person or by First Class U.S. Mail addressed as follows below.~~ The parties shall be required to inform one another of the appropriate representatives to receive communications and to provide e-mail addresses for such representatives. ~~Email may be used provided that a copy is delivered by the aforementioned means.~~ If the contact information mailing address for either party changes, they will notify the other party as soon as reasonably possible.

~~For United Academics of KU:
President
United Academics of the University of Kansas
1919 Delaware St
Lawrence, KS 66046~~

~~For the Employer:
University Provost
1450 Jayhawk Blvd #250
Lawrence, KS 66045~~



14 Mar 2025



March 14, 2025

MARSHA M. CARTNEY

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

UAKU, AFT-AAUP
October 29, 2024
Dues Deduction

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Section 1 Authorization

An employee may elect to authorize the Employer to deduct dues from their paycheck upon written request submitted to the State of Kansas Department of Administration on a form DA193 – Authorization for Payroll Deduction Employee Organization Membership Dues. ~~The Employer will apply the payroll deduction no later than thirty days upon receipt from the State of Kansas Department of Administration.~~ Authorized membership dues deduction shall become effective in the first payroll period following the agency's processing of a properly completed DA-193 form and shall continue each bi-weekly period thereafter until duly revoked.

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

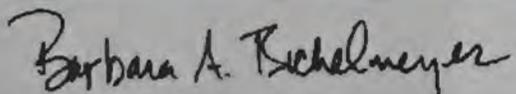
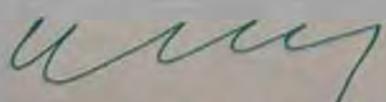
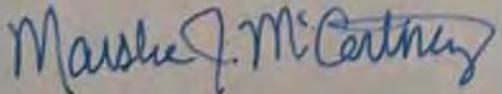
Dues authorization terminates at the time of official separation/termination of employment and will require a new deduction form to be submitted through the State of Kansas Department of Administration at the time of rehire if desired by the employee.

Section 2 Notice of Rates

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

Section 3 Remittance

~~All deductions for each month shall be transmitted to the Union by the State of Kansas Department of Administration through their scheduled reporting process.~~ All deductions shall be transmitted to the Union in the first payroll period following the Department of Administration's agency's processing of a properly completed DA-193 form and shall continue each bi-weekly period thereafter until duly revoked.

	Barbara A. Bichelmeier	10/29/2024
	EMILY CASEY	10/29/2024
	MARSHA M ^C ARTNEY	29 Oct 2024

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

UAKU, AFT-AAUP
July 19, 2024
Labor-Management Meetings

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

During the first twelve (12) months following ratification of this Agreement, the parties agree to meet at least every ninety (90) days. Thereafter, such meetings will be held at least once each Fall, Spring, and Summer term. Additional meetings may be scheduled or canceled by mutual agreement. A mutually agreeable place and time shall be established for any meeting called.

The number of representatives shall not exceed eight (8) per party, except by mutual agreement of the parties.

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

Barbara A. Bichelmeier *Barbara A. Bichelmeier* *9/3/2024*

Marsha J. McCartney *MARSHA M' CARTNEY* *03 Sep 24*

WMy *Emily Casey* *9/3/2024*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

**University Couter
Union Rights
December 22, 2025**

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

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

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

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

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

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

~~Upon written request by UAKU, no later than December 15 for use in the spring term, by May 15 for use in the fall term, and by March 15 for use in the entire summer term, KU will provide 15 credit hours of course release (or the equivalent from professional performance) per each fall, spring, and summer term to be used by designated representatives who have not yet received notice of appointment for the relevant term before the above dates, UAKU will notify KU management within 15 business days of the member(s) in question receiving their official notice of appointment.~~

47 ~~Course releases taken pursuant to this section will not impact pay. Employees who~~
48 ~~utilize course releases under this section shall be eligible to receive salary increases in~~
49 ~~accordance with Article XX of this MOA.~~

50
51 **Section 67 – Conferences**

52
53 The Employer will provide a total of ten days of leave per year for use by designated
54 bargaining unit faculty or academic staff members for the purpose of attending
55 conferences, trainings, or other programming sponsored or endorsed by UAKU. UAKU
56 may designate no more than two (2) bargaining unit members for eligibility for leave
57 under this Section. Leave taken pursuant to this section will not impact pay.
58

59 **Section 7 – Stipend – Union Activity**

60
61 (a) Two stipends of \$9,000 per academic year shall be granted for use by the
62 elected officers of UAKU. The stipends may be used to purchase course
63 releases for course or professional performance for such officers. For purpose of
64 this provision, a course-release shall be valued at \$4,500. Officers intending to
65 utilize a stipend to fund a course-release must provide their Unit, Office of Faculty
66 Affairs, and Human Resources notice of such intent at least three (3) months
67 before the commencement of the semester of the course-release. Non
68 instructional faculty may be designated for a comparable amount of release time.
69

70 (b) No more than two employees bargaining unit members from any college/unit, nor
71 more than one employee bargaining unit member per fifteen
72 employees bargaining unit members per department/unit, shall be granted a
73 course-release at any one time.
74

75 c) At its discretion UAKU may purchase additional time per year at the same rate,
76 up to \$13,500 equivalent to three releases.-. No more than Releases shall follow
77 guidelines in a) and b). Additionally, no more than 2 of the additional releases
78 shall be used within the same college/school/library.
79
80

81 **Section 8 Bargaining Unit Data.** The University shall provide information about all
82 members of the bargaining unit on the first business day of ~~each~~ the month ~~s~~ of
83 ~~September, February and July. For newly hired employees, the Employer shall provide~~
84 ~~information within fifteen days of the date of hire.~~ This information will be provided at no
85 cost to UAKU and in a mutually agreeable format. The list shall include the following
86 information, unless it is not applicable or not available to the University:
87

- 88 a. First name (legal name and preferred name in use by the faculty member)
89 b. Last name (legal name and preferred name in use by the faculty member)
90 c. Middle name or initial (if provided)
91 d. Year of birth

- 92 e. Unique ID number (consistent over time for each Employee)
- 93 f. Position Number
- 94 g. Job title
- 95 h. Job Code
- 96 i. Supervisor's name
- 97 j. School or college
- 98 k. Area of responsibility (Number and Name)
- 99 k.l. Location
- 100 l.m. KU assigned e-mail address and personal e-mail address (as available)
- 101 m.n. KU assigned phone number and personal phone number (as available)
- 102 n.o. Current mailing address on file
- 103 o.p. Status as to the following classifications:
 - 104 1. Employment Classification (e.g., A-Unclassified Academic Staff)
 - 105 2. FLSA Status (e.g., Professional)
 - 106 3. Employment Status (e.g., Regular or Temporary)
 - 107 4. Tenure Status (e.g., TEN-Tenure, NTK-OnTrack, NA)
 - 108 5. Contingent Upon Funding
- 109 p.q. Original hire date
- 110 q.r. FTE
- 111 r.s. Rank and effective rank date
- 112 s.t. Pay Group (e.g., LFC, LCT, CUX, CUN)
- 113 t.u. Biweekly Base Rate
- 114 u.v. Annualized base rate compensation
- 115 v.w. Job status (Leave or Active)
- 116 w.x. For non-tenure appointments
 - 117 1. Effective date of current appointment
 - 118 2. Expiration date of current appointment

A7 mend u 12/22/25
Amy Mendenhall

Marsha J. McCartney 22 Dec 2025
Marsha J. McCartney UAKU

**University Counter
Management Rights
December 22, 2025**

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

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

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

36 The management rights referenced above do not constitute a waiver of UAKU's right to
37 meet and confer over grievances and conditions of employment as required by State law.

38

39 Nothing in this Article is meant to restrict the role or authority of established institutions of
40 shared governance at the University of Kansas, including the Faculty Senate and University
41 Senate, from exercising their rights to ~~create and/or~~ recommend policies and practices
42 regarding the operation of the University of Kansas.

AJ Mendenhall 12/22/25
Amy Mendenhall

Marsha J. McCartney 22 Dec 2025

Marsha J. McCartney, UAKU

Public Service Loan Forgiveness
May 6, 2025

Notice of Eligibility

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

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

Completion of Forms

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

Information to UAKU

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

fy mendenhall 5/6/25
-Amy Mendenhall

Marsha J. McCartney

06 May 2025

MARSHA J. McCARTNEY

1 University Couter
2 January 14, 2025
3 Academic Freedom and Responsibility
4

5 Academic Freedom applies to all members of the bargaining unit.
6

7 UAKU and the University recognize that academic freedom is necessary for all bargaining unit
8 members to do their jobs. Academic freedom includes the right to freedom of inquiry,
9 expression, and assembly. Academic freedom has three facets, characterized in the AAUP
10 1940 statement as: "freedom in research and in the publication of results," "freedom in the
11 classroom" in the discussion of the subject, and freedom "from institutional censorship and
12 discipline" when a member "speaks or writes as a citizen."
13

Deleted: the

14 The University has long recognized academic freedom in its policies. Existing academic
15 freedom guidelines can be found in the Faculty Code of Rights, Responsibilities, and Conduct
16 (Right I of Article III) and The Faculty Senate Rules and Regulations (including 6.1.2 and
17 6.1.2.1), which themselves subscribe to the AAUP 1940 statement on Academic Freedom and
18 Tenure with 1970 Interpretive Comments.
19

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

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

Deleted: on matters such as
Deleted: More specifically, f

33 The AAUP Statement on Academic Freedom and Tenure recognizes that the public may
34 judge faculty members' profession and institution by what they say. Faculty and staff
35 should therefore endeavor to be accurate, restrained, and respectful of other opinions.
36
37

academic
all 1/28/25
all 1/20/25
again 28 Jan 25

Deleted: CORE MECHANIC

Deleted: ¶

38
39 APPLICATION

40 **Section 1. Scholarly, Professional, and/or Creative Work.** Bargaining unit members are
41 entitled to academic freedom in their scholarly, professional, and/or creative work. Members
42 have the right to access and acquire information and materials relevant to their expertise and/or
43 professional capacities and they have the right to disseminate the results of their work.
44

Deleted: The guidelines within the AAUP 1940 statement on Academic Freedom and Tenure with 1970 Interpretive Comments, the Faculty Code of Rights, Responsibilities, and Conduct (Right I of Article III) and The Faculty Senate Rules and Regulations (6.1.2 and 6.1.2.1) shall be extended to apply to all members of the bargaining unit, i.e. all faculty and academic staff, whether they are in tenure-track or non-tenure-track positions.

45 **Section 2. Teaching and Educational Activities.** Bargaining unit members have the academic
46 freedom to teach and engage, both in and outside of their institutional locations, such as
47 classrooms, laboratories, museums, and libraries. This freedom includes the examination of
48 controversial issues when such issues are germane to the subject matter of the course a

63 bargaining unit member is teaching or the educational activity in which they are engaged. This
64 freedom includes but is not limited to the selection of instructional materials and course content,
65 the assessment of student performance, and the planning and implementation of programs for
66 the public. These rights are subject to established oversight of collections, curriculum, and
67 instructional materials within units, departments, programs, museums, or libraries. They are also
68 subject to KBOR policy, university policy, state, and federal law, as well as other regulations
69 such as accreditation rules.

Deleted: .

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

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

80

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

Deleted: When supporting or opposing ballot measures, referenda, or candidates for public elected or appointed office, bargaining unit members who identify university affiliation will do so with the disclaimer that they are doing so for identification purposes only.

Amy Mendenhall
Amy Mendenhall
EMILY CASEY
Emily Casey

1/28/25

1/28/25

Marshe J. McCartney 28 Jan 25

**University Counter
Shared Governance
November 21, 2025**

Preamble

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

All faculty and academic staff have a right to participate in shared governance institutions at KU, as described in the governing documents of those institutions. ~~The Employer will not unilaterally alter the organizational structure, including the roles and responsibilities, decision making, or executive function, of the University Senate nor the Faculty Senate.~~

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

The Board of Regents by the adoption of a charter granted March 20, 1969: (1) approved the University Senate Code; and, (2) chartered the bodies identified in said Code, including University and Faculty Senates. The jurisdiction of University Senate is defined in the University Senate Code at Article I, Section 8. The jurisdiction of the Faculty Senate is defined within the University Senate Code at Article II. Faculty Senate: Structure and Functions; Section 5. Functions and Powers; Section 2.5.2. The University agrees to follow all procedural processes which have an effect upon the terms and conditions of employment for employees within the bargaining unit as provided within University Senate Code, University Senate Rules and Regulations and Faculty Senate Rules and Regulations. Grievances alleging that the University failed to follow such procedures shall begin at Step Three of the grievance process outlined in Article XX (grievance procedure).

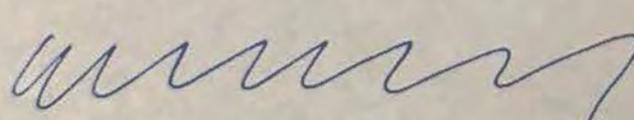
Core Mechanic

~~Except as otherwise provided in this agreement, faculty, academic staff, and their relevant governing bodies shall have primary authority to make decisions on matters within their jurisdiction. Even though the president and board may possess final authority, KU shall, on these matters, consult with and solicit feedback from faculty on decision-making processes. KU shall concur with their judgment except in rare instances and for compelling reasons which must be provided in a detailed written statement. The faculty, academic staff, and/or the relevant governing body shall, following such communication, have opportunity for further consideration and further transmittal of its views to KU.~~

50 UAKU, as the elected bargaining representative for faculty and academic staff at the University
51 of Kansas Lawrence and Edwards campuses, retains the exclusive right to meet and confer with
52 respect to grievances and conditions of employment as defined respectively at K.S.A. 75-
53 4322(u) and (t) for the members of the bargaining unit. ~~UAKU will have a seat on any~~
54 ~~committees for the selection of a new chief administrator, including but not limited to the~~
55 ~~chancellor and the provost.~~
56

Ay Mendenhall 11/21/25
Amy Mendenhall

Marsha J. McCartney 21 Nov 2025
Marsha J. McCartney, UAKU

 21 November 2025
EMILY C. CASEY UAKU

Package: Financial Exigency, Academic Program Discontinuation
Black = language we've previously agreed on
Red = KU management's language
Blue = UAKU proposed changes

**UAKU, AFT-AAUP
Financial Exigency
November 17, 2025**

1 Except where altered by this article, in the event that the Employer intends to declare financial
2 exigency, the Employer will follow University Policy and Procedures Concerning Financial
3 Exigency (USRR Article VII). Where this article conflicts, this article takes precedence. Provided
4 that the procedures in Article VII **and this Article** are followed, the following substantive
5 determinations are non-grievable: (1) the determination by the Chancellor as to the existence of
6 a financial exigency pursuant to USRR 7.2.1; and, (2) the determinations of the Chancellor at
7 the unit level pursuant to USRR 7.2.2 ; (3) **the outcome of the appeals process laid out in**
8 **7.2.3.2 through 7.2.3.5; and (4) the outcome of the appeals process laid out in 7.3.3.3 through**
9 **7.3.3.5.**

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

13 Prior to the release of any individual faculty member ~~with an appointment with continuous~~
14 ~~tenure, or of a probationary or specified appointment~~, the process within USRR 7.2.3.1 shall be
15 followed. Specifically, the Chancellor shall consult with faculty, students and administrators of a
16 designated unit as well as UAKU in arriving at the determination of which individual faculty unit
17 members are to be released. Such consultation shall in all cases include consultation with
18 individual faculty members and their Union representative before they are designated for
19 release. The principal criterion shall be the ability of the unit to carry out its teaching, research
20 and service mission most effectively.

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

26 Bargaining unit members are afforded union representation rights in pursuit of any appeal of the
27 Chancellor's decision to release a ~~tenured~~ bargaining unit member pursuant to USRR 7.2.3.2
28 through 7.2.3.5. ~~Exhaustion of such appellate rights shall be final and binding.~~

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

32 **Severance**

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

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

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

45 **Reinstatement of Bargaining Unit Members**

46 After emergence from financial exigency, bargaining unit members who are reinstated will return
47 at the same or higher rank as they held prior to financial exigency. If no such position exists, at
48 the bargaining unit member's election, the member may express interest in placement within
49 other available positions which are not at the same or higher rank, job classification, and salary
50 within the University. The reinstatement rights of released, tenured faculty members due to
51 Financial Exigency shall be in accordance with USRR Article VII, Section 7.3.3. Faculty
52 members who claim that their reinstatement rights have been infringed shall have the right to
53 Union representation in any appeal to the Faculty Rights Board pursuant to USRR Section
54 7.3.3.3 through 7.3.3.5. ~~Exhaustion of such appellate rights shall be final and binding.~~

Amy Mendenhall 11/17/25
Amy Mendenhall

Marsha J. McCartney 17 Nov 2025
Marsha J. McCartney, UAKU

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

Package: Financial Exigency, Academic Program Discontinuation

Black = language we've previously agreed on

Red = KU management's language

Blue = UAKU proposed changes

**UAKU, AFT-AAUP
Academic Program Discontinuation
November 17, 2025**

1 In the event that academic programs are discontinued, the employer must act in accordance
2 with USRR Article VIII, the Policies and Procedures Regarding Academic Program
3 Discontinuance (USRR) except as altered by this agreement.
4 Provided that the procedures in Article VIII are followed, the following substantive
5 determinations are non-grievable: (1) the determination by the Chancellor that an active
6 academic program discontinuance for active programs pursuant to USRR 8.2; and (2) the
7 determinations of the Chancellor that an inactive academic program will be discontinued
8 pursuant to USRR 8.3; (3) the outcome of the appeals process laid out in USRR 8.4.4.4 through
9 8.4.4.6; (4) the outcome of the appeals process laid out in USRR 8.4.7 .

10 ~~The substantive determination by the Chancellor that an academic program will be~~
11 ~~discontinued pursuant to either USRR Section 8.2 for active programs, or pursuant to~~
12 ~~USRR Section 8.3 for inactive programs is non-grievable.~~

13
14 All grievances alleging violations of this article shall begin at Step Three of the
15 Grievance and Arbitration process outlined in Article XX (Grievance and Arbitration)

16
17 **Relocation of Bargaining Unit Members Due to Program Discontinuation**

18
19 Before a required notice of the intent to dismiss is given, every reasonable effort shall be made
20 to place the bargaining unit member in another suitable position at the same or higher rank, job
21 classification, and salary within the University. If no such position exists, at the bargaining unit
22 member's election, the member may express interest in placement within other available
23 positions which are not at the same or higher rank, job classification, and salary within the
24 University.

25
26 If placement in another position would be facilitated by a reasonable period of retraining,
27 financial and other support for such training will be provided by the Employer.

28
29 **Termination Not for Cause Due to Program Discontinuation**

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

33
34 The Provost, upon the recommendation of the appropriate Dean, shall recommend to the
35 Chancellor which faculty members within the discontinued program are to be dismissed. Before
36 making a recommendation to the Chancellor, however, the Provost shall permit a faculty

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

37 member recommended for dismissal by the Dean in consultation with their UAKU representative
38 to submit to the Provost in writing reasons and evidence why the recommendation of the Dean
39 was biased or inappropriate.

40
41 A bargaining unit Faculty member or UAKU may appeal a dismissal due to academic program
42 discontinuation in accordance with USRR Sections 8.4.4, 8.4.5 and 8.4.6. Bargaining unit
43 members are afforded union representation rights in pursuit of any such appeal. Exhaustion of
44 such appellate rights shall be final and binding.

45
46 Grievances alleging that the University failed to follow the procedures outlined in USRR
47 Section 8.4 were violated shall begin at Step Three of the Grievance and Arbitration
48 process outlined in Article XX (Grievance and Arbitration).

49
50 To ensure that UAKU is apprised of all proceedings relating to academic program
51 discontinuance, University Administration will copy UAKU on all University Administration
52 required notices under USRR Article VIII.

53 Considerations for Order of Dismissal Not for Cause

54
55 Typically, bargaining unit members in job classifications with continuous tenure will be prioritized
56 for retention over those without continuous tenure, and bargaining unit members on multi-year
57 specified term appointments will be prioritized over those on one-year or one-semester
58 appointments.

59 The Employer may make exceptions to this order based on the needs of the academic unit and
60 the academic unit's determination of which bargaining unit members have the best skills and
61 abilities to accomplish future work.

62 Severance

63 Bargaining unit members Faculty on continuous tenured appointments who are scheduled for
64 dismissal for reasons of Program Discontinuance are covered by USRR 8.4.3.

65 Bargaining unit members without continuous tenured appointments and who are not otherwise
66 relocated within the University for the remainder of their appointment will receive written notice
67 of dismissal not for cause from the Chancellor, with a copy to UAKU, at least one full year
68 before the effective date of release, and will receive their full salary during this period.

69 If the bargaining unit member(s) to be released cannot be relocated within the University, the
70 Chancellor shall communicate in writing the decision and the reason for it to such designated
71 individual(s), with a copy to UAKU, at least one full year before the effective date of release.

72 Reinstatement of Bargaining Unit Members

73 The reappointment rights of dismissed bargaining unit members due to Academic Program
74 Discontinuation shall be in accordance with USRR Article VIII, Section 8.4.7. Grievances
75 alleging violation of reinstatement rights shall begin at Step Three of the Grievance and

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

76 Arbitration process outlined in Article XX (Grievance and Arbitration). Faculty members who
77 claim that their reappointment rights have been infringed shall have the right to Union
78 representation in any appeal to the Faculty Rights Board pursuant to USRR Section 8.4.7.
79 ~~Exhaustion of such appellate rights shall be final and binding.~~

Ay Mendenhall 11/17/25
Amy Mendenhall

Marsha J. M. Cartney 17 Nov 2025
Marsha J. M. Cartney, UAKU

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

Black: Language both sides have agreed on
Red: KU management's language
Blue: UAKU proposed changes that we are accepting or striking

University Counter
Appointments
December 22, 2025

1 **A. Faculty Job Series and Titles**

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

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

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

Tenure Line Faculty	Instructional Faculty	Unclassified Academic Staff
<ul style="list-style-type: none"> • Professor Series • Librarian Series 	<ul style="list-style-type: none"> • Teaching Professor Series • Professor of the Practice Series • Lecturer Series • Instructor • Visiting Professor Series 	<ul style="list-style-type: none"> • Scientist Series (until title discontinuation process complete) • Specialist Series (until title discontinuation process complete) • Research Professor Series • Clinical Professor Series • Curator Series

17
18 Some bargaining unit members may have additional working titles (including but not limited to
19 Academic Program Associate and Director of Graduate Studies) that reflect part of their
20 expected job duties and assignments and which are included in calculating FTE and allocation
21 of effort.

22 **A.1. Tenure Line Faculty:**

23 The tenure-line faculty classification includes the Librarian and Professor series, with ranks of
24 Assistant, Associate, Full, or Distinguished (a title of Librarian or Professor without Assistant,
25 Associate, or Distinguished before it is understood to denote Full rank). The rank of assistant is
26 untenured. The rank of associate is typically tenured but can be untenured in some instances

27 based on the terms of initial appointment. Special titles and prefixes may apply for some
28 tenured or tenure-track faculty. These include: Acting, Courtesy and named/foundation titles.

29

30 **A.2. Instructional Faculty**

31 The Instructional Faculty classification includes the following:

- 32 (A.2.1) Teaching Professor Series
- 33 (A.2.2) Professor of the Practice Series
- 34 (A.2.3) Lecturer Series
- 35 (A.2.4) Instructor
- 36 (A.2.5) Visiting Professor Series

37
38 Bargaining unit members with the titles of Lecturer or Online Lecturer who are on a temporary,
39 single-term appointment at the time of ratification of this agreement will retain their title until the
40 end of their current contract period. Other bargaining unit members with titles of Lecturer, Online
41 Lecturer, Lecturer/APA, Online Lecturer/APA, Multiterm Lecturer, and Multiterm Lecturer/APA
42 prior to the ratification of this Agreement may continue to hold those titles until the end of their
43 current appointment period or until they are promoted via the processes in Article _____
44 (Promotions), at which time they will become Senior Lecturers, if that promotion is before the
45 end of the current appointment. Individuals who are re-titled from Multi-Term Lecturer to
46 Lecturer may continue to represent themselves using the working title Multi-Term Lecturer.
47 Multi-Term Lecturers and Online Lecturers with or without the APA designation retain the same
48 appointment terms as Lecturers as described in this Article. Units may consider an individual's
49 request for an early review for a title reassignment, within the unit's annual review cycle.

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

51 **A.2.1 Teaching Professor Series Rank Definition:**

- 52 A.2.1.1. Assistant Teaching Professor
- 53 A.2.1.2. Associate Teaching Professor
- 54 A.2.1.3 Teaching Professor

55

56 **A.2.2 Professor of the Practice Series Rank Definition:**

- 57 A.2.2.1. Assistant Professor of the Practice
- 58 A.2.2.2. Associate Professor of the Practice
- 59 A.2.2.3 Professor of the Practice

60

61 **A.2.3 Lecturer Series Rank Definition:**

- 62 A.2.3.1. Lecturer
- 63 A.2.3.2. Senior Lecturer I
- 64 ~~A.2.3.3. Senior Lecturer II~~

65

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

67 **A.2.5 Visiting Professor Series Rank Definition:**

- 68 A.2.5.1. Visiting Assistant Professor
- 69 A.2.5.2. Visiting Associate Professor
- 70 A.2.5.3 Visiting Professor

71

72 **A.3. Unclassified Academic Staff**

73 The Unclassified Academic Staff classification includes the following:

74 (3.1) Scientist Series

75 (3.2) Curator Series

76 (3.3) Specialist Series

77 (3.4) Research Professor Series

78 (3.5) Clinical Professor Series

79 (3.6) Clinical Instructor

80

81 **3.1. Scientist Series Rank Definition:**

82 3.1.1. Assistant Scientist

83 3.1.2. Associate Scientist

84 3.1.3. Senior Scientist

85

86 **3.2. Curator Series Rank Definition:**

87 3.2.1. Assistant Curator

88 3.2.2. Associate Curator

89 3.2.3. Senior Curator

90

91 **3.3. Specialist Series Rank Definition:**

92 3.3.1. Assistant Specialist

93 3.3.2. Associate Specialist

94 3.3.3. Senior Specialist

95

96 **3.4. Research Professor Series Rank Definition:**

97 3.4.1. Assistant Research Professor

98 3.4.2. Associate Research Professor

99 3.4.3. Research Professor

100

101 **3.5. Clinical Professor Series Rank Definition**

102 3.5.1. Clinical Assistant Professor

103 3.5.2. Clinical Associate Professor

104 3.5.3. Clinical Professor

105

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

113 **B. Past Service**

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

117 **C. Notice of Appointment**

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

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

141
 142 Bargaining unit member offer letters, ~~both for initial appointments and reappointments~~, shall
 143 include information regarding the Employer's ~~specific commitments~~ immigration support
 144 services related to employer based sponsorship, ~~and where additional information regarding~~
 145 ~~immigration support is available~~. The Employer will provide ~~ongoing~~ immigration support to
 146 services ~~applicable~~ eligible employees. ~~and all nNew faculty and academic staff~~ bargaining unit
 147 members are invited to attend all new employee orientation sessions offered.

148 **D. Joint Appointments and Split Appointments**

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

157 Bargaining unit members currently in joint or split appointments shall maintain the same terms
 158 of appointment specified in their letter of appointment and any existing memorandum of
 159 agreement they have received. If they do not have a letter of appointment or memorandum of
 160 agreement for their current joint or split appointment, they shall receive a memorandum of
 161 agreement which maintains the terms of appointment that they had at the time of ratification of
 162 this agreement. Retention of the same terms of appointment does not preclude the titular
 163 transition from the Scientist and Specialist classifications as provided in Section A.3.

D.1. Joint appointments

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

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

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

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

199 D.2. Split appointments

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

207 or memorandum of agreement remain in effect and a new memorandum is not normally
208 established.

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

216 For split appointments that consist of a tenure-line classification and an unclassified academic
217 staff classification, if the unclassified academic staff appointment ends as specified in E.2 below
218 and FSRR Article 6 the bargaining unit member will be assigned to a full-time tenure line
219 position with the same tenure status within an academic unit.
220

221 **E. Appointment length and terms**

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

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

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

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

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

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

240 Unclassified Academic Staff appointments are annual academic or fiscal year appointments
241 until the UAS is successfully promoted at the end of their probationary period. If an unclassified
242 academic staff member chooses not to be evaluated for promotion at the end of their
243 probationary period, then they will continue with annual academic or fiscal year appointments
244 until they are reviewed for promotion. An unsuccessful promotion review at the end of the
245 probationary period will result in maintaining their current rank with annual academic or fiscal
246 year appointments. These positions may be contingent on funding, as indicated in the offer
247 letter. Non-reappointment of unclassified academic staff prior to successful completion of
248 probation and promotion, shall be in accordance with FSRR 6.4.3. Unclassified academic staff
249 who have successfully completed the probationary period and who have been promoted may be

250 dismissed for cause and are subject to non-reappointment only in cases of budgetary
 251 constraints, financial exigency, and program discontinuance or reorganization organizational
 252 restructure.

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

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

255 **Teaching Professors and Professors of the Practice:** Limited term appointments. Teaching
 256 Professors have a 3-year appointment. Professors of the Practice ordinarily have 3-year
 257 appointments but, in rare instances ~~and at the request of the employee, can choose to may~~
 258 have shorter, ~~with a 1- of up to 3-year~~ appointment terms. Bargaining unit members currently on
 259 multi-year appointments will ordinarily not be reduced to shorter appointments. Teaching
 260 Professor and Professor of Practice positions can be academic or fiscal year appointments.
 261 There is not an automatic renewal of the position at the end of the limited term period. A
 262 comprehensive evaluation conducted every three (3) years of the appointment prior to the offer
 263 of another limited term appointment is required regardless of rank. Renewal may occur at the
 264 end of a contract period ~~and is generally based on unit need and funding, as well as~~
 265 ~~performance. Within the first six years, non-renewal may occur due to budget constraints, low~~
 266 ~~course enrollment, or receiving an overall rating of Marginal or Poor on the comprehensive~~
 267 ~~review; after the bargaining unit member has completed six years, non-renewal may only occur~~
 268 ~~as a result of an overall rating of Marginal or Poor on the comprehensive review. Bargaining unit~~
 269 ~~members in these job title series who receive an overall rating of Marginal or Poor on a~~
 270 ~~comprehensive review may either be renewed for a subsequent term at the current rank, or may~~
 271 ~~receive a terminal appointment of one academic year or fiscal year. Notice of non-renewal shall~~
 272 ~~be provided within the time required by KBOR policy, at least six months in advance of the~~
 273 ~~appointment's termination if the bargaining unit member has less than three years of service, or~~
 274 ~~at least twelve months in advance if the bargaining unit member has at least three years of~~
 275 ~~service. If a Teaching Professor/Professor of Practice (Assistant or Associate rank) is~~
 276 ~~considered for promotion but not approved, they may still be renewed for subsequent terms at~~
 277 ~~the current rank. Appointments may be terminated or FTE reduced before and during the~~
 278 ~~contract period due to budget constraints, low course enrollment, program discontinuance,~~
 279 ~~financial exigency, or for cause.~~

280 **Lecturer Series:** Limited term appointment for a 1- to 3-year term in a regular position. ~~During a~~
 281 ~~bargaining unit member's initial three years of appointment in this classification, the appointment~~
 282 ~~can be from a 1- to a 3-year term (but when the need for a position is anticipated to last more~~
 283 ~~than a year, appointments shall normally be multi-year appointments). Bargaining unit members~~
 284 ~~currently on multi-year appointments will ordinarily not be reduced to shorter appointments.~~
 285 Senior Lecturers have a 3-year appointment. There is not an automatic renewal of the position
 286 at the end of the limited term period. ~~Once a bargaining unit member has completed at least~~
 287 ~~three academic years of service in an Instructional Faculty position, any subsequent~~
 288 ~~appointments in this classification will be for 3-year terms, except where another section of this~~
 289 ~~Article expressly allows for an appointment of less than three years. Renewal may occur at the~~
 290 ~~end of a contract period and is generally based on unit need and funding, as well as~~
 291 ~~performance as assessed in annual or comprehensive evaluations. Notice of non-renewal shall~~
 292 ~~be provided within the time required by KBOR policy, at least six months in advance of the~~
 293 ~~appointment's termination if the bargaining unit member has less than three years of service, or~~
 294 ~~at least twelve months in advance if the bargaining unit member has at least three years of~~
 295 ~~service. If a lecturer is considered for promotion but not approved, they may still be renewed for~~
 296 ~~subsequent terms at the current rank. Appointments may be terminated or FTE reduced before~~

297 and during the contract period due to budget constraints, low course enrollment, program
298 discontinuance, financial exigency, or for cause.

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

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

316 **E. Transition of Job Titles**

317 The following chart identifies the conversion and consolidation of job titles which existed prior to
318 the effective date of this Agreement and the positions to which such pre-Agreement job titles
319 shall be converted or consolidated.

320 *Plans for Transition/Realignment* *fm*
321 *(Placeholder for table)* *mir*

A. Mendenhall 12/22/25
Amy Mendenhall

Marsha J. McCartney 22 Dec 2025

Marsha J. McCartney UAKU

Black: Language we've previously agreed on
Red: KU management's language that we are accepting or striking
Blue: UAKU language

UAKU, AFT-AAUP
Workload
December 11, 2025

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

7
8 As bargaining unit members deliver the academic mission of the university, they engage
9 with colleagues in their unit and beyond in accordance with university needs and
10 expectations regarding scholarship, instructional activities, professional performance,
11 service, and other relevant categories ~~including university citizenship inherent in each~~
12 ~~area of responsibility, in accordance with general requirements specified in policies of~~
13 ~~the Kansas Board of Regents and the University of Kansas, the Faculty Code and~~
14 ~~University/Faculty Senate Rules and Regulations, as well as~~ in alignment with the
15 needs, requirements and expectations of the unit in which they hold their appointment.
16 The Employer and UAKU recognize that bargaining unit members perform a wide range
17 of duties. No single formula for allocation of effort can adequately capture the needs of
18 every unit or reflect the roles of all bargaining unit members. Where this article conflicts
19 with policy, this article takes precedence.

20
21 **Policies and Procedures that Guide Establishment of Workload for Academic**
22 **Appointments**

23
24 Each unit shall maintain written workload guidelines which adhere to policies of the
25 university, college/school, Office of Research/research centers and libraries.

26
27 Unit written workload guidelines and revisions shall be made and reviewed with
28 bargaining unit members' input through established unit-level shared governance
29 procedures, for endorsement by the Dean or Vice Chancellor for Research and
30 approval by the Provost or designee. Such guidelines will not be unreasonably
31 overridden by the Dean/Vice Chancellor for Research and the Provost or designee.

32
33 Where such unit-level shared governance procedures do not typically include certain
34 bargaining unit job classifications that are held by employees in the unit, additional
35 provisions will be made to ensure that those bargaining unit members also have
36 meaningful opportunities to review and provide input before guidelines are finalized.
37

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

43
44 If no such written guidelines currently exist, each unit shall create them within 12
45 months of the signing of this contract. Unit workload expectations within the guidelines
46 shall be reviewed through unit-level shared governance and updated and/or re-ratified
47 by the unit at a minimum of every four years on a calendar provided by the Provost. The
48 Office of Faculty Affairs will be responsible for facilitating, tracking and collecting unit
49 workload guidelines for initial completion within 12 months of signing this contract, then
50 to facilitate regular/periodic updates that adhere to relevant KBOR and university
51 policies, and ensuring that unit workload guidelines adhere to scholarly standards and
52 align with peer institutions. Unit workload guidelines should align with annual
53 evaluations and periodic reviews.

54 55 **Areas Addressed in Workload Guidelines**

56
57 These guidelines must address expectations for scholarship, instructional activities,
58 professional performance, service, and other relevant categories, **including university**
59 **citizenship-inherent in each area of responsibility**. Additionally, workload guidelines must
60 address, when applicable, overload activities, summer assignments, study abroad, and
61 equivalencies. Guidelines must align with university procedures by which bargaining
62 unit members can address cases of inadequate or excessive workload. Unit workload
63 guidelines must be endorsed by the Office of the Dean or Office of Research (as
64 appropriate), approved by the Provost or designee, and submitted to the Office of
65 Faculty Affairs.

66
67 In the unit workload guidelines, each unit **should** **must** also address situations in which
68 exceptions to standard workload may be granted, including but not limited to course
69 buy-outs and instructional releases. Buy-outs are releases from instruction or other
70 duties granted to individual **faculty** bargaining unit members by the unit leader in
71 exchange for funding used to cover administrative costs (e.g. buying out of teaching a
72 course with grant funds in order to commit more time to research). Instructional releases
73 are releases from instruction granted by the unit leader to individual **faculty** bargaining
74 **unit members** to allow them to do alternate work to meet department needs or **KU**
75 **needs** or to provide them with time to complete other work that advances their
76 professional goals in alignment with unit or KU priorities. Unit leaders have discretion to
77 approve course buyouts and provide instructional releases based on the best interest of
78 the unit.

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

- 81
82 1. Standard allocation of effort as well as allowable range of effort allocation for
83 each area of responsibility for each job title series represented in the unit

- 84 2. Scholarship, research, and creative activity, including but not limited to,
85 conducting empirical or theoretical research, creating original works, engaging in
86 developmental or translational work.
- 87 3. Instruction, including but not limited to, teaching course load per semester and
88 year (which may include credit hours, class size, contact hours per course, office
89 hours, and additional out of class student interaction), direct mentoring at the
90 undergraduate and graduate level, and service on student degree committees as
91 appropriate for job title and rank.
- 92 4. Librarianship, museum and collections work, clinical practice, or other
93 professional performance, including but not limited to public programming and
94 dissemination of knowledge to the public.
- 95 5. Service, relevant to academic expertise, which may include service or
96 administrative work in the department, school, research center, or university, and
97 may also include community engagement work, service to an academic discipline
98 and/or profession; public service to the community relevant to academic
99 expertise, and service to **KU as an officer in UAKU**.

100
101 Units may count items listed above in other categories where aligned with **scholarly**
102 **standards and captured in the** approved unit level guidelines.

103
104 **University workload guidelines should also address expectations for the following areas**
105 **of responsibility which span across the preceding categories:**

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

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

117 ~~**Professional development activities that demonstrate dedication to and continuous**~~
118 ~~**learning, growth and improvement of the core academic and are included within the**~~
119 ~~**preceding categories.**~~

120
121 **Alignment to Criteria for Promotion and Tenure, Annual Review and Periodic**
122 **Reviews**

123
124 Clear workload standards are the foundation for substantive annual and comprehensive
125 reviews, as they establish the basis for a bargaining unit member's success and career
126 progression. The Office of Faculty Affairs will ensure each unit's written workload
127 guidelines adhere to relevant university policies and align with unit criteria for promotion,
128 tenure, annual reviews, and periodic reviews.

129
130 If the activities outlined in the written unit workload guidelines differ from the unit's
131 criteria for promotion, tenure, annual reviews or comprehensive evaluations, the unit
132 must, within 12 months of signing this contract, establish alignment between written
133 workload guidelines, and criteria for promotion, tenure, annual reviews and periodic
134 reviews.

135
136 **Workload Allocation**

137
138 The Office of the Provost shall be ultimately responsible, subject to delegation to unit
139 leaders, for ensuring the workload allocation and work assignments of all bargaining
140 unit members address the needs of the university, schools/college, the Office of
141 Research, and departments/centers.

142
143 A bargaining unit member's workload allocation and assignments shall be assigned in
144 accordance with their job classification / academic appointment, position description,
145 and unit policies and unit-level workload guidelines. While the allocation of effort toward
146 scholarship, instructional activities, service, and professional performance will vary
147 based on job category or classification, all workload guidelines, standards, and
148 exceptions otherwise shall be applied consistently and transparently within the unit,
149 regardless of rank or FTE status.

150
151 Variations from the standard workload allocations should be made consistent with the
152 processes for alteration of allocation of effort as provided within university policy relating
153 to differential allocation of effort.

154
155 **Work Assignments**

156
157 On an annual basis, a bargaining unit member's work responsibilities or assignments
158 will be established by their unit supervisor in alignment with university policy and
159 procedures, and unit policy, procedures and needs, and based on the workload
160 distribution specified in their appointment letter, position description, or through the
161 unit's annual planning or performance evaluation process that adheres to university
162 calendar and processes designated by the Office of the Provost. Workload and work
163 assignments for each bargaining unit member should be documented annually by the
164 unit supervisor and should be included as a foundational source for assessment of
165 performance; Article XX Annual Performance; Article XX, Periodic Review.

166
167 Prior to final assignments, the unit supervisor will provide bargaining unit members the
168 opportunity to express their preferences regarding work assignments related to
169 teaching, scholarship, service, and professional performance as described in this
170 Article. In expressing their preferences, bargaining unit members may state how these
171 preferences relate to their relevant expertise and professional growth.

172
173 According to FSRR 5.7, the Chair/Scheduling Officer should communicate with their
174 respective faculties in a timely manner about their scheduling interests and wishes with

175 respect to teaching assignments. Before a full schedule for the next semester or
176 academic year is approved by the Chair/Scheduling Officer, it should be made available
177 to bargaining unit members of the unit for discussion and possible modification.
178

179 Ultimately, the unit leader has the discretion and responsibility to assign teaching duties
180 to ensure that the unit's instructional needs are met, based on bargaining unit members'
181 job classifications. The unit supervisor may modify scheduled assignments, provided
182 that changes are discussed with the bargaining unit member in advance, assignments
183 do not appreciably change overall workload, and that changes are not made for
184 arbitrary or capricious reasons. Bargaining unit members shall be given reasonable
185 notice about potential changes to their scheduled assignments.
186

187 **Changes to Allocation of Effort and Duties**

188
189 If changes to assignments impact a bargaining unit member's overall allocation of effort,
190 the unit supervisor should provide the bargaining unit member the opportunity to
191 express their preferences regarding such changes.
192

193 Changes to duties that substantially impact overall allocation of effort or for a period of
194 more than a year must be communicated to the bargaining unit member and require
195 approval by the Dean or Vice Chancellor for Research, and review by Vice Provost for
196 Faculty Affairs for fiscal impact and adherence to KBOR and university policies.
197

198 In circumstances where an individual bargaining member's duties are changed to
199 appreciably deviate from what is typically expected, specific job descriptions shall be
200 developed by the academic unit chair (or equivalent) in consultation with the bargaining
201 unit member, including any adjustment to the member's FTE, before the changed duties
202 commence.
203

204 **Research Intensive Releases**

205
206 Each unit must have a policy that establishes a minimum number of course releases, or
207 release from professional performance duties for Librarians, that will be provided to
208 bargaining unit members in the Tenure Line classification during their probationary
209 period prior to their mandatory review for promotion and tenure. Research-intensive
210 releases may be provided to bargaining unit members at other times at the discretion of
211 the unit, based on disciplinary norms in peer institutions as determined by the unit, with
212 endorsement by the Dean and approval by the Provost or designee.
213

214 **Overload**

215
216 An overload assignment is an assignment that is in addition to the bargaining unit
217 member's regular assignment and FTE status and comes with additional pay or future
218 release from some duties.
219

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

226
227 Overload assignments must conform with the requirements of Article XX,
228 Compensation, must be pre-approved by the Dean or Vice Chancellor for Research,
229 and overload payments must be approved by the Provost or designee.

230
231 The Employer will not assign involuntary overloads to bargaining unit members. An
232 overload assignment will be considered involuntary if there is not written
233 acknowledgement-by the assigned employee agreeing to accept it.

234

235 Outside Work

236

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

240

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

244

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

250

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

256

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

259

AJ Mendenhall 12/11/25
Amy Mendenhall

Emily C. Casey 11/11

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

**UAKU, AFT-AAUP
Evaluations
January 14, 2026**

1. Past Service

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

2. Annual Evaluation

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

Annual evaluations will include all areas of responsibility for each bargaining unit member as appropriate for the position and as outlined in the allocation of effort in each employee's appointment notice or updated position description, including: teaching, scholarship and creative activity, service, museum and collections work, clinical practice, or other professional performance. For library faculty, professional performance will be evaluated in place of teaching.

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

Annual performance evaluations are primarily intended to communicate to a bargaining unit member an assessment of their performance of assigned duties by providing written constructive feedback that will assist in improving their performance, expertise, and to convey performance relative to articulated performance metrics related to the appropriate disciplinary career trajectory. Annual evaluations for bargaining unit members are intended to be developmental and create an accurate record of the bargaining unit member's performance.

~~Evaluations may be considered in employment-related decisions such as salary, retention, workload allocation of effort and assigned duties, and may serve as a basis for performance improvement activities or performance related discipline which may include dismissal. A negative annual evaluation should not be a basis for discipline, dismissal, or denial of promotion/tenure, but significant and repeated deficiencies that are not remedied may become a basis for the initiation of a Performance Improvement Plan or a Differential Allocation of Effort agreement as described elsewhere in this Agreement.~~ Annual evaluations may also be used to provide evidence and narrative in comprehensive evaluations (for instructional faculty), in progress towards tenure review and post-tenure review (for tenure-line faculty), and in progress towards promotion review and post-probationary review (for unclassified academic staff).

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

39 **2a. University Structure & Standards for Annual Performance Evaluations for Bargaining**
40 **Unit Members**

41 Annual Evaluation Period

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

48

49 Submission Procedures

50 Though unit-level procedures and standards may include some variation to account for unit and
51 academic disciplinary differences, all processes should align with the university calendar and
52 overall submission format and procedures for annual performance evaluations as
53 communicated by the Provost and Executive Vice Chancellor or designee, including the
54 university system utilized for submission, as well as the repository for final required
55 documentation.

56 University Standards and Structure for Annual Performance

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

60 **1. Instructional workload and contributions to instructional activities.**

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

77 **2. Contribution to the discovery of new knowledge and other forms of research,**
78 **scholarship, discovery and creative activity.** Evidence of research/scholarship/creative

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

79 activity may include, but is not limited to, books, book chapters, articles or papers in
 80 scholarly or professional journals, musical compositions, works of visual art, artistic
 81 performances, presentations in scholarly conferences, and funded grant activities. The
 82 evaluation shall consider the quality and quantity of the bargaining unit member's
 83 contributions during the evaluation period in keeping with academic disciplinary standards.

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

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

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

96
 97 Units will include expectations for University engagement and professional development, as
 98 defined in Article XX, Workload, within the preceding areas of responsibility, which will be
 99 considered in annual and periodic reviews, promotion, and tenure decisions in accordance with
 100 unit criteria.

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

103 Evaluation Ratings

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

108 The standard expectation for the annual performance appraisal process is good. In determining
 109 what constitutes annual performance that is good, a number of variables must be taken into
 110 consideration. These variables include the goals and objectives of the unit; and the needs of the
 111 unit as determined by the unit leader in keeping with academic disciplinary standards, as well as
 112 the academic interests, expertise, and goals, of the bargaining unit member. **While the standard**
 113 **expectation for a single annual performance evaluation is a rating of good, a bargaining unit**
 114 **member's sustained performance as assessed during promotion and tenure should meet the**
 115 **applicable standard for promotion as defined in Article XX, Promotion and Tenure.**~~a standard of~~
 116 ~~very good in the areas of scholarship/research and instruction as described in the Promotion~~
 117 ~~and Tenure article of this agreement.~~

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made
 without precedent or prejudice to existing rights and entitlements, regardless of the character or source of
 same. Any tentative agreements reached between the parties on any proposals shall not become final until
 (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union
 membership has ratified the full collective bargaining agreement.

122 ~~values are assigned to each rating to ensure that the overall performance rating is consistently~~
 123 ~~applied by the evaluator. The overall rating should be assigned based be calculated by~~
 124 ~~multiplying the numerical rating for each area of responsibility by the on fractional percentage of~~
 125 ~~workload allocation of effort and compiled to generate a composite rating.~~

126 **Excellent (individual rating=5; overall rating=4.5-5):** A rating assigned to a bargaining
 127 unit member whose performance substantially exceeds academic disciplinary and unit
 128 expectations in their assigned areas of responsibility.

129 **Very Good (rating=4; overall rating=3.5-4.4):** This rating is assigned when a
 130 bargaining unit member's performance exceeds academic disciplinary and unit
 131 expectations in their assigned areas of responsibility.

132 **Good (rating=3; 2.5-3.4):** This rating is assigned when a bargaining unit member's
 133 performance meets **academic** disciplinary and unit expectations assigned areas of
 134 responsibility.

135 **Marginal (rating =2; overall rating=1.5-2.4):** This rating is assigned when a bargaining
 136 unit member falls below academic disciplinary and unit expectations assigned areas of
 137 responsibility.

138 **Poor (rating=1; overall rating=1-1.4):** This rating is assigned for bargaining unit
 139 members who fall significantly below **academic** disciplinary and unit expectations
 140 assigned areas of responsibility.

141 **2b. Unit-level Annual Evaluation Policy**

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

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

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

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

180 After approval of the unit plan by the Dean/Vice Chancellor for Research and Provost or
 181 designee, the policy shall be distributed to all faculty and members of the unit to which it applies.
 182 Unit evaluation plans shall be reviewed through unit-level shared governance and updated
 183 and/or re-ratified on a regular cycle according to a calendar provided by the Provost. A current
 184 copy of each unit's evaluation process shall be kept on file in the Office of Faculty Affairs and
 185 the Policy Office.

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

192 **2c. Guidelines and Procedures for the Annual Evaluation Process**

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

195 Sources of Information for Evaluation

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

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

217 Guidance on the use of Student Surveys of Teaching

218 For bargaining unit members engaged in instructional activities, professionally developed norm-
 219 referenced student ratings are one of a variety of ways to measure competence and
 220 effectiveness in teaching and can be used for course revision and improvements. Evaluations of
 221 these bargaining unit members will include evidence from the standardized student rating
 222 instrument specified by the Provost (such as Student Surveys of Teaching) to document student
 223 perspectives and may also include unit-specific instruments. This instrument shall be used for
 224 the evaluation of teaching effectiveness in the performance appraisal process provided that the
 225 student rating instruments shall not be utilized as the sole indicator of teaching competence and
 226 effectiveness. Some examples of additional indicators that may optionally be submitted as
 227 evidence of teaching competence and effectiveness in the performance appraisal processes
 228 can be found in the Center for Teaching Excellence's Benchmarks for Teaching Framework.
 229 Patterns and long-term trends should be given greater weight than the scores and comments
 230 from one course or from one semester. ~~Normally, student evaluation scores and comments~~
 231 ~~should not be used as the basis for lower ratings unless the bargaining unit member has made~~
 232 ~~no documented effort to revise their courses and methods of instruction. Lower ratings may be~~
 233 ~~warranted in cases of egregious behavior and employee misconduct revealed by student~~
 234 ~~evaluations. In cases where Student Surveys of Teaching suggest egregious misconduct, the~~
 235 ~~Employer may investigate further; however, Student Surveys of Teaching alone are insufficient~~
 236 ~~to sustain any such allegations and employees have the right to respond to and refute any such~~
 237 ~~allegations.~~

238 Procedures

239 The supervisor has the responsibility and authority for evaluating the bargaining unit member's
 240 performance and for completing the annual evaluation for each bargaining unit member,
 241 including filing documentation of the evaluation. In some units, an initial annual assessment of
 242 annual performance based on unit expectations may be conducted by a committee identified by

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

243 unit policy for this purpose. The unit leader may utilize the advice, services, and counsel of this
 244 committee to inform the final assessment and report, but the supervisor completes the final
 245 performance assessment and annual evaluation report.

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

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

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

262 Annual Written Evaluation Report

263 Content of the report

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

- 267 1. Ratings of performance in each area of responsibility, as well as an overall rating of
 268 comprehensive performance
- 269 2. Formative feedback commenting upon their performance in each area of assigned duties
 270 Any other information available to the supervisor that is material to the overall
 271 performance appraisal ratings assigned to the bargaining unit member will be addressed
 272 in this narrative.
- 273 3. In those cases in which employees are assigned a rating of Poor, the unit leader will also
 274 address the areas in which performance has been judged to be below expectations.
 275

276
 277 **At the end of the report, the unit leader may include a brief summary statement of the**
 278 **discussion between the bargaining unit member and the unit leader pertaining to goals that**
 279 **support the bargaining unit member's career trajectory, address unit needs, and an outline of**
 280 **plans for professional development during the next evaluation period.**

281 Procedures for finalizing the report

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

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

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

298 Completion of Annual Evaluation Process

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

302 In the event that the bargaining unit member disagrees with the outcome of their review, the
 303 bargaining unit member may append any comments, documents or materials they desire to the
 304 final performance appraisal document within ten (10) business days (excluding spring break) of
 305 meeting with the director/chair/dean supervisor. These attachments will be limited to
 306 clarifications of the accomplishments listed in the bargaining unit member's annual
 307 accomplishment report, responses to the supervisor's evaluation of performance and to any
 308 "other information available to the supervisor" addressed in the narrative.

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

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

318 Addressing Ratings of Poor

319 If a bargaining unit member's overall performance is rated as Poor, the supervisor and the
 320 bargaining unit member will develop a Performance Improvement Plan of goals and methods to

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

321 improve the bargaining unit member's performance. The plan may include appropriate
 322 provisions for faculty professional development, such as campus opportunities for continued
 323 renewal and development, reassignment of duties, or a change in teaching assignments. The
 324 unit administrator may call upon the University administration for assistance in constructing such
 325 a plan, including provision for additional resources, where needed.
 326

327 **Annual Performance Evaluation Grievance Appeals Procedure**

328 **Scope and Definitions:**

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

336 The ~~grievance~~ appeals procedures in this article do not apply to the appeal of discipline
 337 resulting from the discipline of a bargaining unit member for failure to carry out their job duties
 338 and responsibilities. Such discipline grievances shall be handled through the grievance
 339 procedure applicable to disciplinary grievances as provided within Article XX, Grievance
 340 Procedure.

341 Nothing in this section shall preclude grievances that allege a procedural violation of the annual
 342 evaluation process, or of the appeal process described herein. All such procedural grievances
 343 shall be handled through the grievance process as defined in Article XX, Grievance Procedure.

344 **Grievance Appeal Process:**

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

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

354 The statement will include:

- 355 ● the name of the ~~grievant~~ appellant;
- 356 ● the statement of facts giving rise to the ~~grievance appeal~~;
- 357 ● the date of the initial submission of the ~~grievance appeal~~;
- 358 ● the relief sought.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

359 A copy of this ~~grievance~~-appeal shall be filed with the UAKU President or designated
360 representative.

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

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

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

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

377

378 3. Periodic Reviews

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

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

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

401 **Progress Toward Tenure Review for Pre-Tenure Faculty**

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

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

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

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

428 **Progress Toward Promotion Review for Probationary Unclassified Academic Staff**

429 Approximately midway through their probationary period (usually the third year), an unclassified
 430 academic staff member shall participate in a formal review of their progress towards promotion,
 431 analogous to a review of the progress towards tenure. The progress toward promotion review is
 432 intended to provide unclassified academic staff members with a meaningful appraisal of their
 433 progress toward promotion and orient them toward basic aspects of the promotion process. At
 434 the conclusion of the review, unclassified academic staff members receive a letter from the
 435 Dean or Vice-Chancellor for Research providing feedback on their progress toward promotion
 436 and informing them of the review outcome: (1) the evidence is sufficient for continuing the
 437 probationary appointment, and the Unclassified Academic Staff member is on track for
 438 promotion **in accordance with the evaluation standards necessary for promotion as described in**

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

439 **Article XX, Promotion and Tenure;** (2) the evidence is sufficient for continuing the probationary
 440 appointment but performance must be elevated to approach promotion; (3) the evidence
 441 requires a subsequent probationary review in the next academic year; or (4) the evidence
 442 supports a recommendation for non-reappointment.

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

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

453 **Post-Tenure Review**

454 The timeline for post-tenure review for tenured faculty will be as determined in Article _____,
 455 **Timeline for Post-Tenure Review for Tenure-line Faculty and Post-Promotion Review for**
 456 **Unclassified Academic Staff.**

457 ~~Tenured bargaining unit members will be reviewed comprehensively once every sevenfive years~~
 458 ~~following the receipt of tenure with the review occurring in the unit that conducts their annual~~
 459 ~~evaluation. The period is restarted if a faculty member is considered for promotion to full, or~~
 460 ~~appointed as a distinguished professor or librarian. The time period when a faculty member is~~
 461 ~~on medical or familial leave or that would otherwise be excluded when computing time in rank~~
 462 ~~does not count toward this period. In addition, time serving as department chair, program~~
 463 ~~director, dean or associate dean, or other administrative position subject to administrative~~
 464 ~~review is excluded. The review may be postponed if it falls in a year when the faculty member is~~
 465 ~~on leave for a substantial period such that it is not possible for the process to proceed. Faculty~~
 466 ~~members who have given notice of resignation effective no later than the end of the academic~~
 467 ~~year of the notice or that are on phased retirement or whose retirement date has been approved~~
 468 ~~by the university will be exempt from review under this policy.~~

469
 470 The unit supervisor will notify faculty members scheduled for post-tenure review no later than
 471 March 15 in the spring semester preceding the academic year of review.

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

476 The review should consider the bargaining unit member's performance during the period under
 477 review as reflected in the post-tenure review file as aligned to Article XX-Workload, Article XX
 478 Evaluations, Article XX Promotion and Tenure and aligned with expectations as captured in the
 479 unit's policies, the university performance standards, the unit's expectations, and the individual's
 480 workload. The faculty member's performance in each area of responsibility during the review
 481 period is to be assessed as either **Excellent, Very Good, Good, Marginal or PoorDistinction,**

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

482 ~~Meritorious, Adequate or Unsatisfactory.~~ If the faculty receives an overall rating of **Poor**
 483 **Unsatisfactory** a performance improvement plan may be developed and filed in the post-tenure
 484 review file. ~~Marginal or poor Unsatisfactory performance may also result in discipline up to and~~
 485 ~~including termination.~~

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

498 **Post-Promotion Review for Unclassified Academic Staff**

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

502 ~~Unclassified academic staff will be reviewed once every seven five years after promotion.~~
 503 Procedures for this post-promotion review shall be analogous to the procedures for post-tenure
 504 review described above. Unclassified staff members who do not go up for promotion at the end
 505 of their probationary period and those who have an unsuccessful promotion review at the end of
 506 the probationary period maintain their current rank with annual academic or fiscal year
 507 appointments. As such, these unclassified staff members on one-year appointments are not
 508 required to engage in post-promotion reviews.

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

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

516 The review should consider the bargaining unit member's accomplishments and objectives as
 517 reflected in the post-promotion review file in light of the university performance standards, the
 518 unit's expectations, and the individual's workload allocation of effort and assess whether the
 519 bargaining unit member's performance in each area of responsibility during the review period is
 520 **Excellent, Very Good, Good, Marginal or Poor Distinction, Meritorious, Adequate or**
 521 **Unsatisfactory.** If the employee receives an overall rating of **Peer Unsatisfactory**, a performance
 522 improvement plan may be developed and filed in the post-probationary review file. ~~Marginal or~~
 523 ~~poor Unsatisfactory performance may also result in discipline up to and including termination.~~

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

524 **Comprehensive Evaluation for Lecturers, Teaching Professors, and Professors of**
525 **Practice**

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

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

531 Each unit will adopt comprehensive evaluation procedures that align with Article XX-Workload,
532 Article XX Annual Evaluations, the university calendar as well as the procedures and format
533 set by the Office of Faculty Affairs, endorsed by the relevant Dean and approved by the Provost
534 or designee.

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

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

540
541 **If in the Comprehensive Review a bargaining unit member is rated as poor or marginal**
542 **unsatisfactory in one or more areas of responsibilities, the bargaining unit member may request**
543 **a review by a faculty committee designated to hear such matters in the college, school, libraries**
544 **or Office of Research. The makeup of the committee will be determined in a similar way as**
545 **described in the Post-Tenure Review policy except as altered by this article, and shall include**
546 **instructional faculty in the makeup of the committee. The review committee will issue a non-**
547 **binding recommendation on the appropriateness of this conclusion to the Dean or Vice**
548 **Chancellor for Research. The Dean or Vice Chancellor may change the evaluation after**
549 **receiving the committee's decision or may choose not to do so. In any event, the report of the**
550 **committee will become a permanent part of the bargaining unit member's personnel file within**
551 **the academic unit, the member's personnel filed within the Office of Faculty Affairs, and shall be**
552 **available to the bargaining unit member.**

553 **Outcome of Periodic Reviews**

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

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

563 This section applies to all forms of Periodic Review.

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

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

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

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

584 **5. Performance Improvement Plans**

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

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

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

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

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

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

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

615 If the bargaining unit member does not achieve the improvements set forth in the PIP or
 616 extended PIP, the bargaining unit member may be subject to discipline under the
 617 provisions of <Article: Discipline>.

A Mendenhall 1/14/26
 Amy Mendenhall

Marsha J. M. ~~Cartney~~ 14 Jan 26

Marsha J. M. Cartney, UAKU

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

Temporary Agreement
Timeline for Post-Tenure Review for Tenure-line faculty and Post-Promotion Review for
Unclassified Academic Staff

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

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

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

1 Black = previous language from both UAKU & KU proposals
2 Red = New or previous KU management language
3 Blue =UAKU changes accepted or struck

4
5 **UAKU, AFT-AAUP**
6 **Promotion and Tenure**
7 **1/14/26**
8

9 **Section 1: General Provisions**

10 **A. Past Service**

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

14 **B. Mentoring**

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

22 **C. Notice of Expectations and Procedures**

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

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

38
39 **D. Documentation**
40

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

46
47 Unit supervisors will inform bargaining unit members of their progress towards meeting the
48 expectations for promotion and/or tenure using Annual and Periodic Evaluations, as described
49 in Article ____ (Evaluations).

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

57

58 **Section 2: Tenure-Line Faculty and Unclassified Academic Staff**

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

61 **A. Standards, Process and Criteria for Promotion and Tenure**

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

65

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

68

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

71

72

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

76

77

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

80

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

83

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

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

99 ~~Absent exceptional circumstances, tenure-line faculty and unclassified academic staff must~~
100 ~~receive ratings of "Good" or higher in all areas of responsibility to be eligible for tenure and/or~~
101 ~~promotion.~~

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

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

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

122 In cases where a bargaining unit member holds a joint appointment, as defined by Article ____
123 (Appointments), a memorandum of agreement detailing the terms of joint appointment must
124 specify the promotion and tenure criteria for the bargaining unit member, which must align to the

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

125 job duties and allocation of effort that the bargaining unit member has under the joint
126 appointment.

127 **B. Credit toward Tenure and/or Promotion**

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

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

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

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

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

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

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

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

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

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

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

170 **E. Promotions for Unclassified Academic Staff**

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

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

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

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

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

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

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

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

193 **F. Appeal of Denial of Promotion and Tenure**

194 A tenure-track faculty member or academic staff who believes that evaluation of their record has
195 been compromised by a procedural violation, a violation of their academic freedom, or the
196 application of improper standards or criteria may appeal the negative recommendation of UCPT

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

197 or the Provost to the Faculty Rights Board as outlined in FSRR Article VI with the addition of
198 notification to the appropriate UAKU representative simultaneously with candidate notification.

199 Grievances alleging that the procedures governing promotion and tenure decisions outlined in
200 documents at any level of review, including processes described in FSRR VI, were violated shall
201 begin at Step Three of the Grievance and Arbitration process outlined in Article XX (Grievance
202 and Arbitration).

203

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

205 **A. Standards, Process and Criteria for Promotion**

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

211

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

216

217 Existing policies and criteria shall remain in place, except where modified by this Article or
218 where such terms would violate this Agreement. Units that do not have promotion criteria and
219 procedures for a job title series which is utilized in their unit will develop these procedures within
220 12 months of ratification of this Agreement.

221

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

224

- 225 • Promotion in rank must be preceded by a comprehensive performance review, which is
226 normally held every three years of an appointment and prior to the offer of another
227 limited term appointment.
- 228 • **A rating scale of: Distinction, Meritorious, Adequate, Unsatisfactory**
- 229 • Procedures for promotion and rank must adhere to existing policy (such as the
230 "Teaching Professor Job Title Series Guidelines" and "Professor of the Practice" policies
231 from the Office of Provost and Executive Vice Chancellor) except where those are
232 superseded by this article.
- 233 • The criteria for promotion must reflect the allocation of effort, job description, and duties
234 as expressed in an employee's appointment letter or current position description and
235 must align with the university workload standards and the guidelines adopted by each
236 academic unit, as described in Article ____ (Workload).
- 237 • Department procedures must clearly indicate:
 - 238 • Unit-defined criteria for promotion
 - 239 • The timeline at which each step of the comprehensive review is carried out;
 - 240 • What documents and information the candidate for promotion must submit;
 - 241 • Who conducts the comprehensive review or how the composition of review
committees is determined (in situations where the review goes through multiple

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

- 242 levels or committees, the unit-level procedures must specify this for each level of
243 review);
- 244 • What happens in the case of a favorable recommendation, and in the case of a
245 negative recommendation including appeal rights and appeal process
246

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

250

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

257 **Promotion within Each Job Series**

259 **Lecturers:**

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

268

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

273

274

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

279

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

287

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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

293

294 **Teaching Professors:**

295 The Teaching Professor job series shall include promotion from Assistant Teaching Professor to
296 Associate Teaching Professor, and promotion from Associate Teaching Professor to Teaching
297 Professor. Promotion normally occurs after six years of service at a given level but may occur
298 earlier with approval from the unit supervisor, Dean, and the Office of Faculty Affairs.

299 Comprehensive evaluation is required at the time of promotion. The university standard to be
300 eligible for promotion for teaching professors is a rating of "Meritorious" in the area of teaching,
301 with standards for all other areas of responsibility set by the unit criteria, but at least "Adequate".
302 ~~"Good" in each area of responsibility.~~

303

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

308

309 **Professors of the Practice:**

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

318

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

Amy Mendenhall 1/14/26

Amy Mendenhall

Marsha J. McCartney 14 Jan 26

Marsha J. McCartney, JAKU

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

KU Counterproposal
Compensation
March 5, 2026

~~Nothing in this agreement shall be construed to reduce any bargaining unit member's pay from its current amount, while taking into account changes in job classification/rank or FTE. Employees whose job classification/rank or FTE changes may be paid at a rate consistent with their changed classification/rank or FTE.~~

A. Base Salary Minima

Section 1: Rank Eligible Positions

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

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

~~Over the course of the duration of the MOA, without the necessity of meeting and conferring with the Union, at its discretion and when funds are available, the University may make periodic increases to minima to reflect the market. Covered bargaining unit employees impacted by the change, will be adjusted to the new minima on the established effective date, provided that salaries will not be reduced as a result of market structure changes. Before any changes to salary structure become effective, the University will allow the Union to provide input.~~

Section 2: Non-rank Eligible Positions (Instructor)

~~For Instructors (or those employees holding the title of Lecturer during the Spring semester of 2026 who fit within the definition of an Instructor as defined in Article XX, Appointments),~~ starting ~~January~~ August 18, 2026, the minimum pay is \$1,500 per credit hour, except for courses with enrollment of 5 or less which has a minimum of \$1,000 per credit hour. ~~For instructors who were previously classified as "Lecturers" prior to this agreement, minimum pay shall not be lower than their previous pay rate.~~ These minima rates for Instructors shall apply even if the employee may have previously been appointed as a Lecturer, however, no Instructor shall be paid at a lower per credit hour rate than they were paid in a prior semester, notwithstanding retroactive pay that such employees may have been paid in the Spring of 2026.

B. Promotion in Rank Increases

Pag e PA GE V* ME RG T

51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

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

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

C. Merit raises

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

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

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

Section 1: Merit Parameters

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

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

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

Pag e PA GE 1* ME RG I

100 ~~Has not been on an approved academic or administrative leave from their university~~
101 ~~position for the preceding contract period.~~

102
103 In addition, employees are not eligible for merit-based pay raise if they have been on
104 administrative leave for the entire previous annual evaluation period and were not evaluated.

105
106 Academic units must specify a formula that reflects how annual-review results are translated
107 and distributed into merit raises. Changes to this formula must be made and distributed to all
108 covered bargaining unit members and on file with the Office of Faculty Affairs. If merit increases
109 were not given in the immediately preceding year(s), then the formula should include
110 consideration of the annual evaluation(s) for such immediately preceding year(s) if available.

111
112
113 **Section 2: Merit Pools within an Academic Unit**

114
115 Within each academic unit, the merit raise funds described above are divided into separate
116 pools for whichever of the following groups are represented in the unit: G1) tenured and tenure
117 track (any rank); G2) Lecturers, Teaching Professors and Professors of the Practice (any rank);
118 G3) unclassified academic staff (any rank). The division of unit merit raise funds between these
119 groups will be proportional to the base salary loads of the groups within the unit.

120
121 **Section 3: Merit Expectations**

122
123 All units are required to specify and implement transparent annual merit expectation procedures
124 for each of the above groups which are present in the unit, and in accordance with the
125 requirements of Article (Workload), Article ____ (Evaluation) and Article (Promotions). The
126 annual evaluation established in accordance with Article XX shall be the evaluative measure
127 upon which merit pay is determined.

128
129 **D. Across the Board Increases**

130
131 Beginning ~~the first pay period of~~ January 18, 2026, those bargaining unit members who have
132 not experienced a pay increase due to an increase to the minima as provided in Subsection A.
133 shall have their pay increased by one percent (1%). Bargaining unit members who receive an
134 increase in the minima that did not equal one percent (1%) are eligible for an additional increase
135 so that their total increase is at least one percent (1%).

136
137 ~~The University is committed to working toward compensating all employees at a level that is~~
138 ~~market competitive within a defined pay structure that is adjusted regularly for market changes~~
139 ~~and inflation. Individual advancement within the salary structure is based on merit-based~~
140 ~~performance and promotional opportunities.~~

141
142 ~~Across the Board Increases are not an ongoing part of the University's compensation~~
143 ~~philosophy; however,~~ The University reserves the right to implement an
144 Across the Board Increase as needed in addition to other defined wages. Advance notice will
145 be provided to the Union.

146
147 In the years that an Across the Board Increase is activated ~~either for the bargaining unit as a~~
148 ~~whole or for subset of bargaining unit members,~~ it will be applied after adjustments to minima (if

P e P A G E * M E R G I N G

149 any), promotion increases, and after merit (if available) on a date that is selected by the
150 University.

151
152 **E. Other Pay, Summer Salary and Additional Pay**
153

154 **Section 1: Other Pay**

155 Bargaining unit members may receive additional compensation that is not part of base salary in
156 the form of an administrative supplement, professorship, provost fellowship, or other university
157 approved activity; subject to the defined terms and conditions of the appointment.
158

159 **Section 2: Summer Pay**

160 Bargaining unit employees on academic year appointments may be eligible for summer salary
161 for instructional activities (depending upon unit need and availability), administrative activities or
162 for demonstrated effort on grants and contracts. Summer pay is calculated based on the
163 bargaining unit member's biweekly rate, excluding academic year administrative supplements
164 (e.g., Professorships, Fellows, etc.), based upon the number of days and level of effort funded.
165

166 **Section 3: Additional Pay/Overload**
167

168 As defined by the Additional Payment Policy, bargaining unit members may receive additional
169 compensation for ~~work activities~~ performed outside/beyond the scope of their assigned
170 responsibilities/workload, as defined in Article XX, Workload, and their unit's workload policy,
171 provided the activities and payment meet policy parameters and receive University approval that
172 meets the policy parameters and is approved by the University.
173

174 Any eligible bargaining unit employee receiving a monetary award from a university sponsored
175 program or unit will receive the prescribed award payment through additional pay.
176

177 Additional payments are independent from a covered bargaining unit employee's base salary.
178

179 **F. Retention**
180

181 The university continues to be able to make employee-specific wage increases to manage risk
182 of turnover and/or to be competitive in retention offers to not lose high quality bargaining unit
183 members.
184

185 **G. Professional Development**
186

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

P a g e P A G E * M E R G E

196 application and decision-making process for professional development funds that are
197 awarded competitively.

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

203

204 **H. Retroactive Compensation**

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

212 **I. Wage Reopener**

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

Marsha J. McCartney 05 Mar 2026

Marsha J. McCartney, UAKU

Ally 5 March 2026
EMERY CASEY UAKU

Pag e PA GE * ME RG I

University Compensation Counterproposal- March 4, 2026

Table 1 – Salary Minima

Current Title	New Title (Proposed)	Contract length (mo/yr)	Min yr 1 base salary (US dollars) 1.0 FTE
Tenure track, Assistant Professor	Tenure track, Assistant Professor	9	70,000
Tenure track, Associate Professor	Tenure track, Associate Professor	9	76,500
Tenure track, Full Professor	Tenure track, Full Professor	9	88,500
Tenure track, Distinguished Professor	Tenure track, Distinguished Professor	9	103,500
Lecturer, Lecturer APA, Multiterm Lecturer, Multiterm Lecturer/APA, Online Lecturer or Lecturer APA - (1-3 year contracts)	Lecturer	9	52,500
Lecturer, Lecturer APA, Multiterm Lecturer, Multiterm Lecturer/APA, Online Lecturer or Lecturer APA - (1-3 year contracts)	Lecturer	12	64,167
Senior Lecturer	Senior Lecturer	9	57,375
Senior Lecturer	Senior Lecturer	12	70,125
Teaching Professor, Assistant and Professor of the Practice, Assistant	Teaching Professor, Assistant and Professor of the Practice, Assistant	9	56,000
Teaching Professor, Assistant and Professor of the Practice, Assistant	Teaching Professor, Assistant and Professor of the Practice, Assistant	12	68,444

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

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

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

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

University Compensation Counterproposal- February 5, 2026

Table 2

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

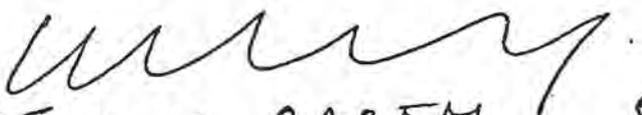
Promotion	Percent raise	Minimum raise (US dollars)
Tenure track, Assistant to Associate	9	6,500
Tenure track/Tenured, Associate to Full	12	12,000
Tenured, Full to Distinguished	12	15,000
Lecturer, Multiterm Lecturer, Online Lecturer to Senior Lecturer	9	4,875
Teaching Professor or Professor of the Practice,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

Side Letter

Unit-Allocated Discretionary Salary Adjustment Funds for 2026

For 2026, the University will allocate \$1,500,000 for Unit-Allocated Discretionary Salary Adjustments. These funds are allocated for unit leaders to make salary adjustments for bargaining unit members based on unit leader identified priorities such as salary compression/inversion, and performance-based increases. Within five (5) working days following the finalization of allocation determinations, the University shall provide UAKU with a report on how the discretionary pool will be applied. The following parameters shall apply to the allocation of these funds:

1. \$1.5M will be committed to increases to base salary of bargaining unit members, to be paid retroactively to January 18, 2026. Retroactive pay may be paid in a lump sum. All of the \$1.5M must be spent for this purpose.
2. Funds will be allocated to departments or equivalent units in proportion to current payroll for bargaining unit members.
3. Units will be provided with a list of bargaining unit members in their unit. Unit supervisors will make recommendations to their respective dean or equivalent. The dean or equivalent will make a final determination on allocation and will distribute such allocation.
4. Individuals receiving the adjustment must be employed at the time of payment.
5. No individual may receive an adjustment greater than 3% of their base salary.
6. This adjustment shall be applied following all other increases to base pay (minima and across-the board).
7. These changes must be implemented by May 1, 2026.


EMILY CASEY

5 March 2026

UAKU



Marsha J. McCartney 05 Mar 2026 UAKU

**University Counter
Discipline
December 4, 2025**

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

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

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

9 **Section 1: Matters Not Considered Disciplinary**

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

18 **Section 2: Matters Warranting Disciplinary Action**

19 Disciplinary action of a tenured bargaining unit member or of a non-tenured bargaining unit
20 member during the term of an active appointment will be taken in accordance with the terms of
21 this Agreement and with just cause.

22 Both parties support the philosophy of progressive discipline through the applicable disciplinary
23 processes. For purposes of progressive discipline, past discipline shall only be considered when
24 such discipline is timely in accordance with the standards of just cause. The University shall
25 apply the least severe discipline possible that fits the offense and will reasonably accomplish the
26 desired alteration of conduct or performance. The parties recognize that some offenses are so
27 egregious that suspension or termination may be warranted on the first occurrence. Prior to the
28 issuance of any disciplinary action, the bargaining unit member shall be provided notice of the
29 alleged offense, an explanation of the available evidence, and an opportunity to respond. In all
30 cases of discipline above a written warning, written notification of discipline will be
31 simultaneously issued to both the affected bargaining unit member and the Union.

32 **Section 2.1. Discipline**

33 Discipline is a written warning, suspension without pay, or dismissal associated with any of the
34 following: performance-related issues; misconduct; or violation of State, KBOR, University,
35 College, Department or Unit level policies or procedures; work rules; the Faculty Code of Rights
36 and Responsibilities, Article IV. Faculty Responsibilities; University Senate Rules and

37 Regulations, Article II, Section 7. Academic Misconduct; University Senate Rules and
38 Regulations, Article IX. Research Misconduct; Local, State or Federal laws; and/or the terms of
39 this Agreement. In cases where KBOR, University, College, Department or Unit-level, Faculty
40 Code, or Faculty or University Senate policies, procedures, work rules, or rules and regulations
41 conflict with the terms of this Agreement, this Agreement shall prevail.

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

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

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

63 C. Section 2.2 Administrative Leave With Pay

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

70 Section 2.3 Disciplinary Dismissal

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

76 The Chancellor or designee may, in consultation with Human Resources, issue discipline of
77 dismissal of a bargaining unit member prior to the end of the employee's appointment end date
78 for just cause. The Chancellor or designee will not dismiss a bargaining unit member without
79 first providing the bargaining unit member a notice of intent to terminate and without affording

Formatted

Deleted:

Formatted

Formatted

Deleted

Deleted

Deleted

Deleted

85 the bargaining unit member the opportunity to respond and offer relevant evidence regarding
86 the charge, as described in Sections 3 and 4. Copies of the notice of intent to terminate
87 accompanied by supporting documentation shall be provided simultaneously to the bargaining
88 unit member and the Union.

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

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

95 If the recommendation is upheld, the bargaining unit member may file a grievance pursuant to
96 Article X at Step Three by submission of a grievance by UAKU to the Provost or designee within
97 25 business days following reasonable knowledge of the facts giving rise to the grievance. The
98 contents of such grievance must otherwise satisfy the requirements of a Step One grievance.

99 **Section 3. Notice of Intent for Suspension or Termination**

100
101 At least ten (10) working days prior to imposing discipline involving suspension without pay or
102 termination, the employer will provide a written notice of intent to the affected bargaining unit
103 member, with a simultaneous copy to the union.

104 The notice of intent will:

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

115 **Section 4: Review conference**

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

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

Format

Format

Format

Deleted
miscon
reducti
perform
reason
Plan (F
<Articl

Forma

Forma

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

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

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

139

A Mendenhall
Amy Mendenhall

12/4/25

Kristi L. Neufeld
Kristi L. Neufeld

4 December 2025

Amalia M
Amalia Monroe-Gulick

Amalia Monroe-Gulick

12/4/25

University COUNTER
Grievance and Arbitration
March 5, 2026

1 Section 1. Definition of a Grievance

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

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

- 11 1. Complaints of discrimination and/or harassment based upon the following protected
12 classifications: race, color, ethnicity, religion, sex, national origin, age, ancestry, disability,
13 veteran or military status, sexual orientation, marital status, parental status, pregnancy,
14 parental status, gender identity, gender expression and genetic information. Such
15 complaints are to be directed to the Office of Civil Rights & Title IX in accordance with
16 University Policy.
- 17 2. Complaints of sexual misconduct, sexual assault, dating/domestic violence, and/or stalking
18 in any way related to a bargaining unit member's employment. Such complaints are to be
19 directed to the Office of Civil Rights & Title IX in accordance with University Policy.
- 20 3. Appeals of merit pay adjustments including performance evaluations upon which merit pay
21 adjustments are made, except as described in Article XX, Evaluations.
- 22 4. Appeals of promotion and tenure decisions, except as described in Article XX, Promotion
23 and Tenure.
- 24 5. Appeals of decisions of dismissals or denial of reinstatement due to program
25 discontinuation, except as described in Article XX, Academic Program Discontinuation.
- 26 6. Appeals of decisions of dismissals or denial of reinstatement due to financial exigency,
27 except as described in Article XX Financial Exigency.

28

29 Section 2. Grievance Procedure Rules

- 30 1. A bargaining unit member is entitled to Union representation at any step outlined below
31 at their request. UAKU may participate in any step and will receive a copy of any written
32 response by the employer.
- 33 2. Time limits on each step may be extended by mutual consent of the parties. The party
34 seeking to extend the deadline shall request such an extension at least 24 hours in

35 advance of the scheduled event. The request shall describe the length of the extension
36 sought and a brief explanation of the reason. Requests for extensions may be made via
37 telephone, electronic mail, U.S. mail, or in person and shall be made to the appropriate
38 supervisory employee or the grievant and/or representative of the employee
39 organization. Requests for extensions shall not be unreasonably denied. The party
40 requesting the extension shall forward written confirmation of the request for and receipt
41 of the extension to the appropriate supervisory employee or grievant with a copy
42 simultaneously provided to the Vice Chancellor for Human Resources and UAKU.

43 3. Unless otherwise specified in this Agreement, "day" in this article refers to a business
44 day.

45 4. At any step of the process, grievances may be withdrawn. The withdrawal of a grievance
46 may not be used as evidence of a binding past practice and does not constitute a waiver
47 or the Union's right to file a future grievance regarding the same subject matter as the
48 withdrawn grievance.

49 5. Only the Union can move a grievance to Step Two or beyond.

50 6. The parties may agree to waive Step One and/or Step Two. Such agreement must be in
51 writing.

52 7. Except as otherwise provided in this Agreement, or when Step One and/or Step Two are
53 waived, grievances should normally begin at Step One.

54 8. Failure by the Employer to respond or to appeal within the time lines provided will
55 constitute acquiescence to the relief sought by the grievant and waiver of the right to
56 proceed to any other step of the grievance procedures and will constitute acceptance of
57 the previous step. However, this shall not prejudice the position of the Employer with
58 respect to any other separate grievance involving the same or similar issue at that
59 academic unit, or in any other academic unit of the University.

60 9. Failure by Employee(s) or the Union, as applicable, to respond or to appeal at any step
61 or to meet any of the time limits of this procedure will result in a waiver of the right to
62 proceed to any other step of the grievance procedure and will constitute acceptance of
63 the previous step. However, this shall not prejudice the position of the same or other
64 Employees with respect to any other separate grievance involving the same or similar
65 issue at that academic unit, or in any other academic unit of the University.

66 10. This grievance procedure, and subsequent legal appeals from such administrative
67 decisions, shall be the sole and exclusive remedy for adjustment of any grievance
68 arising from the application or interpretation of this agreement.

69 11. Where a matter within the scope of this grievance procedure is alleged to be both a
70 grievance and a prohibited practice under the jurisdiction of the Public Employee
71 Relations Board, the Employee(s), the Union or the Employer may elect to pursue the
72 matter under either the grievance procedure herein provided or by action before the
73 Kansas Public Employer-Employee Relations Board. Pursuit of a grievance through
74 initial discussions or the filing or appeal of a grievance at any step below arbitration shall
75 not constitute such a binding election, however, the appeal of a grievance to arbitration
76 does constitute a binding election to pursue the matter through the grievance procedure.

77 The filing of a prohibited practice charge constitutes an election to pursue the matter as
78 a prohibited practice charge. The election of either procedure shall constitute a binding
79 remedy chosen and waiver of the alternative remedy.

80
81 12. If, during the pendency of a grievance, all or part of the grievance becomes the subject
82 of a federal, state, or local law enforcement investigation or proceeding, the parties may
83 agree to suspend the grievance proceeding until such time as the law enforcement
84 investigation or proceeding is completed.

85 **Section 3. Grievance Procedure**

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

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

102 **Step One:** An employee, a group of employees, or a union representative may file a Step One
103 grievance whether or not an initial discussion with a supervisor occurred or has concluded. A
104 Step One grievance shall be submitted in writing to the Department Chair/Supervisor, or
105 equivalent, with a copy to UAKU (if filed by an employee or group of employees), the Office of
106 the Vice Provost for Faculty Affairs and Human Resources provided that the written grievance is
107 submitted within 25 business days following reasonable knowledge of the facts giving rise to the
108 grievance. The grievance shall be dated and signed by the Employee(s), or the Union
109 representative and shall set forth the issue with supporting facts that form the basis for the
110 alleged violation, including dates, the provisions of the Agreement that are alleged to have been
111 violated, and the remedy desired.

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

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

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

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

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

137 **Section 4. Arbitration**

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

143 The following procedure shall apply to the selection of an arbitrator: Following the written notice
144 to the designee(s) of the Provost, the Employer and the Union shall attempt to select an
145 arbitrator. If the arbitrator is not selected within fourteen (14) days following the receipt of the
146 written notice, the parties will request the American Arbitration Association (AAA) to submit a
147 list of five (5) qualified arbitrators, none of whom may be in the employ of the Employer or the
148 Union. If one (1) of the five (5) arbitrators on the list is not mutually agreeable, the arbitrator
149 shall be selected from the list by alternately striking names. The first strike shall be determined
150 by a coin flip. The remaining name shall act as arbitrator.

151 The Employer and the Union shall share the fees and expenses of the arbitrator equally, except
152 in such cases where the Employer does not abide by the arbitrator's findings of facts and
153 recommendations.

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

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

163 **Section 5. Provisions for Arbitration**

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

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

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

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

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

180 The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of
181 the terms, clauses, or provisions of this Agreement. The arbitrator shall not have any authority
182 to substitute their judgment regarding any academic judgment made by the Employer. However,
183 the arbitrator can rule on the impact of such academic judgments to the extent that the effects
184 may violate the Employer's obligations under this Agreement.

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

190
191 The Chief Human Resources Officer will direct the findings and recommendation to the final
192 decision maker for action. The final decision maker is designated by the nature of the grievance
193 as follows:

- 194
- 195 • termination of employment – the Chancellor;
 - 196 • written warning or suspension – the Provost; and,
 - 197 • contract interpretation grievances which do not deal with discipline – Vice Provost for
198 Faculty Affairs.
- 199

200 The final decision maker will review the findings and recommendation and provide a written
201 decision to both parties within ten (10) business days. The final decision maker may only take
202 into account any evidence ~~that was relied upon~~ in the record. Failure of the final decision maker
203 to provide a written decision within ten (10) business days shall constitute acceptance of the

204 arbitrator's recommendation. The final decision maker will ordinarily follow the arbitrator's
205 recommendation. If the final decision maker does not follow the recommendation of the
206 arbitrator, they will include the reasons for the departure in the written decision. In such written
207 decision, the final decision maker shall itemize those findings of fact and recommendations
208 disagreed with, detailing the evidence from the record in support and further detailing the
209 application of Federal or State law, or the MOA in support of such decision. The final decision
210 maker's determination is a final agency action, and judicial review of the decision is pursuant to
211 the Kansas Judicial Review Act (K.S.A. 77-601 et seq.).

Emily 5 March 2026
EMILY CASEY WAKU

Marsha J. McCartney 05 Mar 2026
MARSHA J. McCARTNEY, WAKU

1 UAKU, AFT-AAUP
2 PERSONNEL FILES
3 March 14, 2025 12:05pm

4 **Personnel Files Records**

5 Section 1 Compliance. The Employer will comply with applicable law and policies regarding
6 bargaining unit members' personnel records and file(s). Bargaining unit personnel records and
7 file(s) are maintained by the Provost's Office, Human Resources, the college/school or
8 comparable unit, and the department(s) or comparable unit(s) in which the employee is
9 appointed.

10 Section 2 Employee Access. Bargaining unit members may review and/or receive a copy of their
11 own personnel records and file(s) (except as provided in Section 3), ~~s, including findings from~~
12 ~~investigated matters,~~ within a reasonable time and at no cost to the employee. UAKU may access
13 these records under equivalent terms, provided that UAKU submits a written request which
14 demonstrates the relevance and necessity of the requested information a rationale. ~~Bargaining~~
15 ~~unit members whose files are accessed will be notified of that access.~~ Such requests shall not be
16 unreasonably denied. UAKU shall maintain confidentiality of such materials to the greatest
17 extent possible recognizing UAKU has a duty of fair representation to the affected bargaining
18 unit member.

19 At the request of the bargaining unit member, copies of any materials in the employee's
20 personnel records and file (except as provided in Section 3 4), shall be made available to other
21 persons the employee designates within a reasonable time and at no cost to the employee or the
22 employee's designee. ~~UAKU shall maintain confidentiality of such materials to the greatest~~
23 ~~extent possible recognizing UAKU has a duty of fair representation to the affected bargaining~~
24 ~~unit member.~~

25
26 Section 3

27 ~~Except in cases where disciplinary action occurs or may occur, or a grievance or appeal occurs,~~
28 Except as provided below, the employer may maintain confidentiality of the following records
29 where required by law or written guarantees of confidentiality: Office of Civil Rights and Title
30 IX investigative files.

31 ~~The employer will maintain a confidentiality log indicating the type and number of documents~~
32 ~~maintained in a confidential record. The log itself is not confidential.~~

33 In cases where disciplinary action occurs as a result of an ~~an~~ ~~human resources~~ investigation, or in
34 the event of a grievance or appeal associated with such disciplinary action, UAKU has the right
35 to review and receive copies of the investigative file associated with such
36 discipline. Additionally, the University may provide copies of such investigative file materials
37 in anticipation of expected discipline to UAKU for the purpose of discussions with the

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

38 University prior to the imposition of discipline. UAKU shall maintain confidentiality of such
39 materials to the greatest extent possible recognizing UAKU has a duty of fair representation to
40 the affected bargaining unit member.
41 Confidential investigatory materials that do not result in discipline may not be used as a basis for
42 future discipline.

Barbara A. Bickelmeier
3/14/2025

Marsha McCartney 14 Mar 25

MARSHA MCCARTNEY

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

University Counter Proposal
Non-Discrimination and Anti-Harassment
October 31, 2025

1
2
3
4
5 The employer and United Academics of KU (UAKU) affirm their dedication to the principles of
6 equal opportunity and freedom from unlawful discrimination and harassment.

7
8 The employer acknowledges and understands that the Public Employer Employee Relations Act
9 (PEERA) prohibits the employer from discriminating or retaliating against any employee for
10 exercising the rights granted to the employee by PEERA.

11
12 As detailed in University policy and in accordance with Titles VI and VII of the Civil Rights Act of
13 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Age
14 Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 503 and 504
15 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Vietnam Veterans
16 Readjustment Assistance Act of 1974, the Jobs for Veterans Act of 2002, the Kansas Acts
17 Against Discrimination and all other applicable civil rights and nondiscrimination statutes, as
18 amended, the University of Kansas prohibits discrimination on the basis of race, color, ethnicity,
19 religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation,
20 marital status, parental status, gender identity, gender expression, and genetic information in
21 the university's programs and activities. The University's nondiscrimination policy extends to
22 employment practices, conditions of employment, personnel actions and all other educational
23 programs and activities of the University and its affiliates.

24
25 As further detailed in University policy, the University also prohibits sex-based or sexual
26 harassment and harassment on the basis of race, color, ethnicity, religion, national origin, age,
27 ancestry, disability, status as a veteran, sexual orientation, marital status, parental status,
28 gender identity, gender expression, and genetic information in the University's programs and
29 activities, including if someone is perceived to have a protected characteristic or identity.

30
31 International faculty and academic staff are full and equally valued members of the KU
32 community and will be treated as such to the extent allowable by law.

33
34 The following person has been designated to handle inquiries regarding the non-discrimination
35 and anti-harassment policies and procedures and is the Title IX coordinator:

36
37 Director of the Office of Civil Rights and Title IX, civilrights@ku.edu, Room 1082, Dole
38 Human Development Center, 1000 Sunnyside Avenue, Lawrence, KS 66045, 785-864-
39 6414, 711 TTY

40
41 The following office has been designated to handle disability accommodation inquiries:

42
43 ADA Resource Center for Equity and Accessibility, 1246 W. Campus Road
44 Lawrence, KS 66045, 785-864-4946, FAX: 785-864-5790, accessibility@ku.edu

45
46 A bargaining unit employee who is a qualified individual with a disability may request a
47 reasonable accommodation which would enable such individual to perform the essential
48 functions of their job as provided within University policy. In accordance with applicable law and
49 University policy and procedures, the University will grant necessary and reasonable

50 accommodations if providing such accommodations will not create an undue hardship on the
51 operation of the University's business.

52
53 Accessibility of the University facilities will be a standing agenda item at the parties' Labor-
54 Management meetings referenced within Article XX.

55
56 **Hawk Route-**
57 ~~The University will ensure that the Hawk Route is accessible and maintained at all times,~~
58 ~~including but not limited to unimpeded and working automatic doors, elevators, and sidewalks.~~
59 ~~The University will provide clear and legible physical signage at regular intervals throughout the~~
60 ~~Route, as well as maintaining and updating the audio description of the Route to reflect any~~
61 ~~changes. The University will communicate in writing to bargaining unit members within the first~~
62 ~~two weeks of each semester how to locate and use the Hawk Route, as well as how to report~~
63 ~~problems with the Route. If barriers or other accessibility concerns arise, the University will~~
64 ~~make every reasonable effort to promptly fix and resolve such concerns.~~

65
66 More information about non-discrimination, anti-harassment and disability accommodation
67 policies of KU can be found at:

68 <http://policy.ku.edu/iaa/nondiscrimination>

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

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

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

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

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

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

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

76 <https://services.ku.edu/TDCClient/818/Portal/KB/ArticleDet?ID=20866>

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

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

86 It is agreed by UAKU and the employer that, as governed by all pertinent Federal and State
87 law, University policies, and directives, there will be equal opportunity to applicants for

88 employment in the appropriate unit to secure and hold employment in any field or work for which
89 they are properly qualified, without discrimination on the basis of any of the above-listed
90 characteristics.

91

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

96

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

A. Mendenhall Amy Mendenhall 10/31/25

Marsha J. McCartney 31 Oct 25

MARSHA J. M' CARTNEY, UAKU

Emily C. Casey 31 October 2025

Emily C. Casey, UAKU

**University Couter
Health and Safety
December 4, 2025**

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

5
6 In furtherance of this policy, the University will:

- 7
- 8 1. Maintain safe and healthy working conditions consistent with **applicable** Federal, State,
9 Local and University health, environmental, and safety laws, regulations, ordinances and
10 policies;
 - 11 2. Provide reasonable safety and protective equipment, supplies and clothing, at no
12 cost to the bargaining unit member, for the use of bargaining unit members in the
13 performance of their job duties;
 - 14 3. Provide a reasonably safe and healthy working environment;
 - 15 4. Maintain an educational program in safe operating procedures;
 - 16 5. Insist that all employees observe established safety regulations and practices and
17 use provided safety equipment; and
 - 18 6. Notify bargaining unit employees of any known environmental conditions that could
19 adversely affect their health. The notifications should be made by the responsible campus
20 officials directly to employees, with a simultaneous copy to UAKU, and include follow-up
21 information about remediation.
 - 22 7. In the event of observed, discovered or **confirmed reports of** imminent danger, take
23 immediate action to stop work; protect University personnel, students, property, and the
24 public; and require corrective action by responsible personnel to reduce hazards,
25 minimize risk and control the danger.
 - 26 8. In the event of observed, discovered or **confirmed reports of** regulatory non-compliance,
27 take immediate action to stop work, and require corrective action by responsible
28 personnel to achieve regulatory compliance.

29
30 Bargaining unit members shall immediately report any workplace health or safety issues to the
31 appropriate contact person and/or their immediate supervisor. The University will make every
32 reasonable effort to promptly correct any health or safety issue of which it becomes aware.
33 Bargaining unit members who report suspected health or safety issues shall be protected from
34 retaliation.

35
36 UAKU is permitted to appoint a representative to the Employee Safety Committee.

37
38 **Health and Safety Emergencies**

39
40 Consistent with the University's right pursuant to K.S.A. 75-4326(f), in a health or safety emergency,
41 the University is permitted to take such actions as may be necessary to carry out the mission of the
42 University. At the earliest practical opportunity, the Employer will provide information to UAKU
43 regarding the nature of the threat and the University's responses. The Employer will provide

50 continuing updates until the situation is resolved. UAKU may offer recommendations to the
 51 University about its response, and the University will respond to those recommendations within ten
 52 (10) business days. Upon the request of the Union, the parties shall promptly convene a Labor
 53 Management Committee meeting to further discuss the threat and the University's response. The
 54 parties recognize that the University's response may necessitate that the parties meet and confer
 55 to the extent that such response may necessitate an alteration of the parties' respective rights
 56 within this Agreement or conditions of employment.

Delet
 coord
 health
 Kans
 empl
 barg
 circu
 make

A7 Mendenhall 12/4/25
 Amy Mendenhall

Kristi L. Newfeld 12/4/25
 Kristi L. Newfeld

Amal 12/4/25
 Amaliez Monroe-Gulick 12/4/25

Black: Language we've previously agreed on
 Red: KU management's language
 Blue: UAKU proposed changes

**UAKU, AFT-AAUP
 Facilities and Equipment
 November 4, 2025**

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

6
 7 ~~These include but are not limited to, dependent on a member's assigned duties:-~~

- 8 ~~1. Office and desk space with walls and a lockable door;~~
- 9 ~~2. Laboratory or other research space;~~
- 10 ~~3. Private areas that can be used for in-person or remote meetings;-~~
- 11 ~~4. Equipment for making and receiving telephone calls, including voicemail;~~
- 12 ~~5. A computer and internet access;~~
- 13 ~~6. An email account;~~
- 14 ~~7. Adequate storage space;-~~
- 15 ~~8. Office, laboratory, and instructional equipment as appropriate to the employee's~~
 16 ~~duties;-~~
- 17 ~~9. Software and subscriptions appropriate to the employee's duties, subject to~~
 18 ~~departmental approval;-~~
- 19 ~~10. Texts and/or reading materials;-~~
- 20 ~~11. A mailbox;~~
- 21 ~~12. Office supplies;~~
- 22 ~~13. Printers and printing supplies; and~~
- 23 ~~14. Photocopying and scanning equipment.~~

24
 25 In accordance with the KU policies on Energy Conservation and Temporary Closures
 26 and Reductions in Campus Services, the University shall ensure physical spaces are
 27 maintained at reasonable temperatures and noise levels, ~~equipped with adequate~~
 28 ~~power outlets, and otherwise outfitted as reasonably necessary for the regular use of~~
 29 ~~employees.~~ Reasonable access to physical spaces shall be provided during such times
 30 when buildings are otherwise closed.

31 The availability, location, and nature of the office, instructional and research space and
 32 technology necessary to perform assigned duties shall be determined by the
 33 University. Campuses to which this Agreement is applicable maintain space management

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

34 policies further describing the process for space allocation. Bargaining unit members
35 requesting new, additional or reallocated space should submit such requests to their
36 **direct supervisor chair**, who shall forward their recommendation on such request to the
37 Dean or the Dean's designee, or otherwise in compliance with the applicable space
38 management policy for consideration. **The University will respond to such requests in a**
39 **timely manner.**

40
41 The nature of any equipment or support for technology necessary to perform assigned
42 duties shall be determined by the University. The University may require a bargaining unit
43 member to demonstrate a need for the University to provide the equipment or support.
44 Bargaining unit members' request for new or additional equipment or support should
45 submit such request to their **direct supervisor chair**, who shall forward their
46 recommendation on such request to the Dean or the Dean's designee, unless otherwise
47 directed by University policy. **The University will respond to such requests in a timely**
48 **manner.** Any equipment provided by the University remains property of the University.

49
50 The University **will consider** shall not **unreasonably disregard** input from the bargaining unit
51 member about space, equipment, **access** and technology necessary to perform their
52 assigned duties. It is the obligation of the bargaining unit member to bring to the attention
53 of their **direct supervisor chair**, who shall make a recommendation to the Dean or the
54 Dean's designee, any unique or specific space, **access**, equipment or technology needs
55 necessary to perform their assigned duties.

56
57 **When reasonably possible, the Employer must provide at least one academic term's**
58 **notice when moving or reassigning a bargaining unit member's assigned office, laboratory,**
59 **or working space and/or when a significant alteration is planned to their workspace. The**
60 **bargaining unit member shall be consulted as to how their job duties can be satisfactorily**
61 **performed in the new or altered workspace.**

Amy Mendenhall Amy Mendenhall 11/4/25
Emily C. Casey [Signature] 4 November 2025

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

University Counter
Emerit Status
September 5, 2025

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

Emerit Status

Retiring bargaining unit members may apply to receive emerit (emeritus/emerita) status if they are at least 55 years of age, have a minimum of ten years of full-time continuous service at the University of Kansas, and are determined by the University to be in good standing at the time of retirement. Length of service is determined on an academic-year basis. In some academic units, emerit bargaining unit members have special privileges. A member need not hold a full-time appointment at the time of retirement as long as the requirement for ten years of continuous full-time service was met earlier in the member's career. An emeritus/emerita faculty member is expected to observe in retirement the same standards of professional ethics as in their active careers (see Articles IV and V of the Faculty Code). Emeritus/emerita status is not normally recommended for persons who are leaving the university in order to accept full-time service at another higher education institution, even if the age and service criteria are met. There is no salary or emolument attached to the status other than the privileges the institution may wish to extend. The Chancellor or designee shall determine the award of emerit status in accordance with University policy.

Amy Mendenhall  9/5/25

MARSHA J. McCARTNEY

Marsha J. McCartney 05 Sep 2025

UAKU

University Counter
Phased Retirement
September 5, 2025

1
2
3
4
5 **Phased Retirement**

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

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

18 These agreements must meet the following parameters:

- 19
- 20 • Length: Maximum of three years in duration.
 - 21 • FTE: Minimum of 25%; Maximum of 50%.
 - 22 • Approval: Proposed plans for phased retirement require review and approval at each
23 administrative level from the department to the provost/executive vice chancellor. Plans
24 shall describe how the proposed phased retirement FTE would be allocated to the
25 employee's areas of responsibility during the fall and spring semesters for those on
26 academic year appointments or during the fiscal year for those on 12 month
appointments.

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

Amy Mendenhall

 9/5/25

MARSHA J. M'CARTNEY

Marsha J. McCartney 05 Sep 2025

UAKU

1
2
3
4

**University Counter
Benefits Provided by the State
September 5, 2025**

5 **Benefits provided by the state of Kansas**

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

Amy Mendenhall  9/5/25

MARSHIA J. M-CARTNEY

Marshia J. McCartney 05 Sep 2025
UAKU

**University Counter
Leaves
March 5, 2026**

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

10

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

15

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

25

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

32

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

Emily CASEY 5 March 2026 UAKU *Emily*

Marsha J. McCartney 05 Mar 2026 UAKU Marsha J. McCartney

1 UAKU, AFT-AAUP

2 **Modified Instructional Duties**

3 **August 1, 2025**

4 **MODIFIED INSTRUCTIONAL DUTIES**

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

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

12 **Eligibility Requirements**

13 Eligible bargaining unit members who may apply for modified instructional duties are those who
14 are the primary caregiver or have at least co-equal caregiving responsibilities for a child, by birth,
15 adoption or fostering, or who are required to care for or assist a member or members of their
16 immediate family who are ill or disabled; ~~or who are appending or combining modified instructional~~
17 ~~duties with a qualifying instance for themselves.~~ Modified duties may be used in addition to sick
18 leave or other university approved leaves as appropriate. ~~This policy may be applied to supplement~~
19 ~~use of sick leave, or where FMLA leave has been designated by the University as appropriate, or~~
20 ~~when accumulated sick leave is insufficient.~~ Faculty requesting modified duties based on personal
21 illness, health and/or disability may be eligible to request workplace accommodation, including
22 modified instructional duties, through KU's Workplace Accommodations Procedures or through
23 FMLA if they are taking partial leave.

24 **Period and Scope of Modification**

- 25
- 26 • Modifications to instructional duties shall be for the period of one semester. If two
27 bargaining unit members in the family household are eligible, a total of one semester of
28 modified duties may be taken for a particular child (or family member), either for the
29 primary caregiver or split between co-equal caregivers.
 - 30 • For eligible bargaining unit members with caregiving responsibilities for a child, the period
31 of modified instructional duties must be taken within 12 months of the child joining the
32 family, whether by birth, adoption or fostering.
 - 33 • Eligible bargaining unit members whose requests for modified instructional duties are
34 granted are not removed from the unit's budget and are expected to continue to fulfill all of
35 their other duties as members of the bargaining unit during the period of modified
36 responsibilities.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

37 Application Requirements

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

- 48 1. A statement describing ~~either: the bargaining unit member's status as the primary or co-~~
49 ~~equal caregiver of the child or ill or disabled family member; or the bargaining unit~~
50 ~~member's intent to combine or append Modified Instructional Duties with a qualifying event~~
51 ~~for themselves;~~
- 52 2. A statement explaining the need for modified instructional duties and the alternative
53 allocation of effort by percentages; and
- 54 3. A proposal describing normal instructional duties from which the bargaining unit member
55 would be relieved and the work to be done in its place. This work may involve significant
56 scholarly research, new course development, curriculum development, or other work done
57 in the best interest of the University's overall mission. The proposal must describe the work
58 in detail, define a work product, and include a method for evaluation of the work by the
59 department chair and/or dean during the semester.

60 Application Review

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

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

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

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

- 76 written decision to the applicant and the appropriate dean and department chair (if applicable).
77 The decision of the Provost is final.
- 78 All teaching load modifications will be granted in compliance with the department's or School's
79 expected courseload requirements for eligible bargaining unit members.

Barbara A. Bichelmeyer
Barbara A. Bichelmeyer
August 1, 2025

Marsha J. McCartney 01 Aug 2025

MARSHA J. M^CCARTNEY, UAKU

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

1 Black/Red: KU Admin language
2 Blue: UAKU language that we are adding

3
4
5
6
7

UAKU, AFT-AAUP
Sabbatical Leaves
December 22 , 2025

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

17 Sabbatical leaves are granted at the convenience of the University and upon approval
18 of the Chancellor or the Chancellor's designee. Applications for sabbatical shall be
19 evaluated through the procedures provided within FSRR Article VIII. Sabbatical Leaves.
20 The denial of an application consistent with the recommendation of the University
21 Committee on Sabbatical Leaves is non-grievable.

22
23 For sabbatical leaves, it is the Employer's responsibility to arrange coverage for classes
24 or other duties that need coverage while the employee is on leave. In preparation for
25 sabbatical leave, it is the bargaining unit member's responsibility to work with the unit
26 leader, according to KU's graduate mentoring and advising policy, to identify a co-
27 advisor or temporary faculty advisor for all graduate advisees, if they will be unavailable
28 to continue the work during leave, and notify the academic unit and students of who is
29 fulfilling this role in a timely manner prior to the leave taking place.

30 **Eligibility for Sabbatical Leave**

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

- 33 (a) Six years of full-time service in a regular appointment at the University of
34 Kansas as a tenure line faculty or academic staff member since the initial
35 appointment or since the last sabbatical.
- 36 (i) The academic year in which a sabbatical is taken is not counted toward
37 the next six years of full-time service.
- 38 (ii) Years on fractional appointment, leave without pay or other equivalent
39 appointments are not counted.

40 (iii) Years of service on adjunct, courtesy, visiting, or term appointments are
41 not counted.

42 (b) The faculty applicant must have tenure before the sabbatical is taken.

43 (c) The academic staff appointment must be supported by a 1.0 FTE state-
44 funded position.

45 **Sabbatical Leave Duration & Pay**

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

49 (a) for nine month bargaining unit members, half pay for an academic year, or
50 full pay for one semester.

51 (b) for twelve-month bargaining unit members, half pay for eleven months, or full
52 pay for five months.

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

56 Regular salary is defined as the salary being paid at the time the sabbatical leave
57 begins; however, it does not include administrative supplements. Outside grant funds
58 received by the university in support of the individual's scholarly efforts during their
59 sabbatical leave may be used for supplemental salary, but total sabbatical leave salary
60 in these instances may not exceed the individual's regular salary. Extra compensation
61 received while on sabbatical leave must be within the guidelines specified in the
62 University's Extra Compensation While On Sabbatical Leave policy.

63 **Availability of Sabbatical Leaves**

64 (5) The number of total available sabbaticals ~~in any given semester~~ annually shall be
65 ~~no less than~~ not exceed 84% of the total number of faculty and academic staff in
66 classifications eligible for sabbatical at KU Lawrence / Edwards, ~~and Medical Centers.~~

67 **Conditions Applicable to Sabbatical Leaves**

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

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

73 A bargaining unit member who has been granted sabbatical leave shall, upon
74 completion of the leave, return to the University to serve for a period of at least one year
75 (9-12 months depending on the terms of employment). This return shall be in the
76 semester immediately following the sabbatical leave. If a faculty member fails to return
77 to the University, the faculty member is obligated to repay, within two years, whatever
78 money was paid to the faculty member during the period of sabbatical leave. This
79 obligation is prorated if the faculty member serves some but not all of the stipulated one
80 year.

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

87
88 Except where altered by this article, sabbatical leaves will follow ~~current~~ policy defined
89 in FSRR Article VIII ~~as of January 28, 2025~~, and in the Sabbatical Leave Policies and
90 Procedures provided by the Office of Provost and Executive Vice Chancellor. Where
91 this article conflicts with either of those, this article takes precedence.
92

A Mendenhall 12/22/25
Amy Mendenhall

Marsha J. McCartney 22 Dec 2025

Marsha J. McCartney UAKU

1 UAKU, AFT-AAUP

2 September 3, 2024

3 Severability

4
5 Should any portion of this Agreement be determined by a duly constituted court of
6 competent jurisdiction or administrative agency or governmental body having jurisdiction
7 to be in conflict with any applicable law or regulation, then such conflicting portion of this
8 Agreement shall be rendered null and void and the applicable law or regulation shall be
9 controlling. In such event, upon request of either party, the parties shall meet to negotiate
10 lawful replacement language.

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

Barbara A. Bichelmeier
[Handwritten signature]

Barbara A. Bichelmeier

9/3/2024

Emily Cassey

9/3/2024

Marsha McCartney

MARSHA MCCARTNEY

03 Sep 24

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

1 **KU, AFT-AAUP**
2 **Term of Agreement**
3 **March 5, 2026**

4 **Duration**

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

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

10 **Automatic Renewal**

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

14 **Notice of Intent to Bargain**

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

18 **Effect of Continuation**

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

21 **Entire Memorandum of Agreement**

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

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

Marsha J. McCartney 05 Mar 26

Marsha J. McCartney, UAKU

Emily 5 March 2026

Emily CASEY UAKU

Side Letter of Understanding

September 5, 2025

Subject to changes by the State of Kansas and further subject to appropriate information technology security requirements, during the term of the now current Memorandum of Agreement, the University will provide benefits to retirees as provided in the following University policy: "Information for University Retirees and Phased/Prospective Retirees."

Amy Mendenhall for Merrill 9/5/25

MARSHA J. MCCARTNEY

Marsha J. McCartney 05 Sep 2025

UAKU

Side Letter of Understanding
March 5, 2026

1
2
3
4 The University and UAKU agree that during the term of this Agreement, the policy entitled
5 "Intellectual Property Policy, All University" shall remain in effect except as amended by
6 agreement of the parties to the Agreement. The University and UAKU agree to meet and confer
7 to negotiate terms and conditions covering the subject of intellectual property no later than the
8 beginning of the Fall semester of 2026 (August 18, 2026), and thereafter at least twice a month
9 for a period of six months, unless the parties mutually agree to a different frequency or timeline.
10 If at the end of such six month period the parties have not arrived at an agreement relative to
11 the topic of intellectual property, the parties agree that they shall be deemed to be at impasse
12 and shall proceed with filing for impasse and exhaustion of the statutory impasse resolution
13 procedures under PEERA, unless the parties mutually agree to an extended timeline.

Marsha J. McCartney 05 Mar 2026

Marsha J. McCartney UAKU

Emmy Casey 5 March 26

Emmy CASEY

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

Side Letter of Understanding

Supplemental salary funding will follow current policy in the Supplemental Salary Funding Policy and Procedures provided by the Office of Provost and Executive Vice Chancellor.

The parties will meet and confer over changes to the current Supplemental Salary Funding Policy within the next six months.

University of Kansas

A. Mendenhall 12/19/25
Amy Mendenhall
United Academics of Kansas University

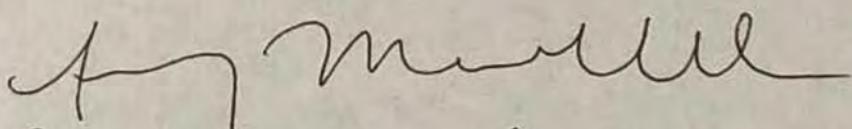
Marsha J. McCartney 19 Dec 2025
Marsha J. McCartney

UAKU, AFT-AAUP

Side Letter on the Use of "Area Director" Title

November 17, 2025

Not later than one month following ratification of this agreement UAKU and KU will hold a labor-management meeting to jointly identify the list of employees whose titles will be adjusted as a result of the creation of the new title of "Area Director." Additional labor-management meetings may be scheduled at the request of either party to address further concerns related to this matter.

 11/17/25
Amy Mendenhall

Marsha J. McCarney 17 Nov 2025
Marsha J. McCarney, UAKU