



April 20, 2026 Kansas Board of Regents Special Board Meeting

Curtis State Office Building
1000 SW Jackson, Suite 520
Topeka, KS 66612

2025 - 2026 Members

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Meeting Agenda

The Kansas Board of Regents will hold a meeting at 3:30 p.m. via Zoom. The link for the Board meeting can be found on our website at https://www.kansasregents.gov/board_meeting_live_stream

I. Call to Order

II. Act on Memorandum of Agreement Between University of Kansas and Its Faculty Union, the United Academics of KU, AFT-AAUP, AFL-CIO

KU requests that the Kansas Board of Regents approve a new Memorandum of Agreement between the University of Kansas, Kansas Department of Administration, Kansas Board of Regents and the United Academics of KU, AFT-AAUP, AFL-CIO for a three-year term, or until April 15, 2029. This will be the first agreement with the faculty union, which was certified as the covered employees' bargaining representative in May 2024.

III. Adjournment

**Act on Memorandum of Agreement Between University of Kansas
and Its Faculty Union, the United Academics of KU, AFT-AAUP, AFL-CIO**

Background

The Public Employer-Employee Relations Act (PEERA), K.S.A. 75-4321, et seq., took effect in 1972. It requires State agencies to meet and confer with their recognized employee bargaining units over terms and conditions of employment. In 1983, the Kansas Supreme Court held that, for state universities, the Kansas Board of Regents is the appropriate governing body and therefore must approve any proposed agreement in order to make it binding and effective. Since then, the Board has approved agreements negotiated between universities and certified employee bargaining units. The Kansas Secretary of Administration must also approve such agreements once the Board has approved them.

United Academics of KU, AFT-AAUP, AFL-CIO (UAKU) was certified as the bargaining unit representative of the faculty and academic staff at the University of Kansas, Lawrence and Edwards campus, in May 2024. On August 5, 2024, KBOR approved a limited agreement related to compensation, including 2% cost-of-living increases for the 2024-25 academic year.

Since then, University and union representatives have met on more than sixty (60) occasions, some of which were full-day sessions. On March 5, 2026, the parties tentatively reached agreement on the final articles of an initial agreement. There are some thirty-four (34) articles in the agreement. UAKU's membership ratified the tentative agreement on March 26, and the agreement is ready for KBOR review and consideration.

The Agreement

The agreement is for three years, and it covers a full range of topics affecting faculty and academic staff (collectively, "Faculty"). Many of these provisions address typical employment matters. Others address subjects like academic freedom, governance, promotion and tenure, sabbatical, and post-tenure review. Many provisions either reference or restate current policy and practices of KU and the Board of Regents. The post-tenure review provision was negotiated at the same time as the KBOR policy changes were taking place, and varies from the new Board policy in that it would require an initial review within 7 years following the granting of tenure with subsequent reviews every five years thereafter.

Compensation was a major focus of negotiations. The agreement establishes minimum salary levels for some positions, including a minimum salary of \$70,000 for assistant professors and \$52,500 for certain lecturers. The agreement includes a reopener provision on compensation for calendar years 2027 and 2028.

Specific provisions are summarized below, highlighting those that reflect a material change from existing KU policy and practices. The full agreement is included.

ARTICLES 1-9: Standard Provisions

Articles 1 through 7 are routine provisions addressing union recognition, the purpose of and parties to the agreement, notices/communications between the parties and posting of the agreement, and provisions for the deduction of union dues. Article 7 calls for quarterly meetings in the first 12 months of agreement, and then meetings each, spring, summer and fall.

Article 8 recognizes union rights to meet on campus, use university email, and attend and briefly present at orientation. It provides some financial support for union training and limited course buyouts for union leadership, with limits to protect small academic units. It also requires the University to provide information to the Union regarding bargaining unit members.

Article 9 recognizes management rights, including the rights to establish reasonable work rules; set performance expectations; plan, govern, and control the University as permitted by law; promulgate and/or amend any policies not in conflict with the MOA; determine the control and use of University buildings and property and operate the University in accordance with applicable federal and state laws.

ARTICLE 10: Public Service Loan Forgiveness

Article 10 reflects existing KU practice regarding the federal Public Service Loan Forgiveness (PSLF) program. The article adds an obligation for KU to affirmatively notify bargaining members annually of the PSLF information on the HR website.

ARTICLE 11: Academic Freedom and Responsibility

This article reaffirms the principles already established in the university's Faculty Code of Rights, Responsibilities, and Conduct (Article III, Right I) and the Faculty Senate Rules and Regulations (6.1.2), both of which align with the KBOR Commitment to Academic Freedom and First Amendment (Policy Manual, p. 122). It aligns with longstanding University and AAUP principles, recognizing the rights to inquiry, expression, and assembly; freedom in research and publication; freedom in teaching; and freedom from institutional censorship when speaking as private citizens.

This article affirms that academic freedom applies to all bargaining unit members and is essential to their work. The article underscores that academic freedom supports rigorous research, creative work, and teaching, while also emphasizing faculty and academic staff responsibilities to comply with Board of Regents, University, unit, and disciplinary policies. It also provides more detailed guidance than current KU policies on how academic freedom applies across three areas: scholarly and creative work, teaching and educational activities and personal expression, where members retain the same rights as any individual as long as they do not imply University endorsement.

ARTICLE 12: Shared Governance

This article on shared governance explains that shared governance is grounded in the authority and policies of KBOR, which oversees the state universities and establishes the University's chief executive officer as responsible for administering the affairs of the university. Through its 1969 charter, the Board approved the University Senate Code and established the University and Faculty Senates, defining their jurisdictions and roles.

Within this framework, the article affirms the principles of shared governance as articulated by the AAUP and implemented through the University and unit level bylaws (e.g. University Senate Code, University Senate Rules & Regulations (USRR), Faculty Senate Rules & Regulations (FSRR)). All Faculty have the right to participate in shared governance bodies, and the University agrees to follow Senate and Faculty governance procedures that affect terms and conditions of employment, subject to grievance process. The article also affirms UAKU's exclusive role as the certified bargaining representative for bargaining unit members with respect to grievances and conditions of employment.

ARTICLE 13: Financial Exigency

Article 13 recites existing KU policy and generally refers to USRR provisions regarding financial exigency. The article adds a bargaining member's right to grieve the university's failure to follow its established policy and procedures and a requirement that university administration copy UAKU on all required notices under USRR.

ARTICLE 14: Academic Program Discontinuation

This article relies on the USRR Article VIII as the governing framework for academic program discontinuance, reaffirming the Chancellor's authority to discontinue active or inactive programs and the associated faculty governance appeal processes. The article makes clear that these core substantive decisions—such as the decision to discontinue a program and the outcomes of the USRR appeals processes—are non grievable, provided the procedures in USRR Article VIII are followed.

Article 14 adds contractually enforceable protections for bargaining unit members that go beyond USRR Article VIII. These include requirements that the University make every reasonable effort to place affected employees in another suitable position at the same or higher rank, classification, and salary (or, at the employee's choice, other positions), and to provide employer funded retraining when it would facilitate placement. The article guarantees union notice and representation throughout the process, requires that UAKU be copied on all required discontinuance notices, and provides bargaining unit members with opportunities to respond to dismissal recommendations. Procedural violations of USRR Article VIII, failures to honor placement or reinstatement rights, and related issues are subject to the grievance and arbitration process at Step Three. Article 14 does not limit institutional authority over academic programs, but it strengthens employee rights, union involvement, and enforceability when program discontinuation results in dismissal.

ARTICLE 15: Appointment

This article defines the academic job titles, classifications, and appointment terms for all bargaining unit members. It establishes three primary classifications—tenure line faculty, instructional faculty, and unclassified academic staff—and enumerates the recognized job series and ranks within each. While the University retains the authority to add or eliminate titles, it must notify UAKU and meet and confer over the effects of any changes. Position descriptions are standardized at the Provost level, with unit level specificity allowed so long as descriptions remain consistent within each title.

The article requires that every bargaining unit member receive a written notice of appointment at hire and renewal, detailing title, rank, full time equivalent (FTE), term length, salary, tenure or probationary status, review timelines, and union representation rights. It sets out distinct rules for appointment length and renewal by classification: continuous appointments for tenured faculty; probationary and then annual appointments for unclassified academic staff until promotion and then continuous appointments after; and limited term appointments for instructional faculty, with defined term lengths, renewal expectations, evaluation requirements, and notice of nonrenewal consistent with KBOR policy. Grounds for early termination or reduction in FTE—such as budget constraints, enrollment changes, program discontinuance, financial exigency, or cause—are specified across categories.

This article also provides detailed rules for joint and split appointments, requiring written memoranda of agreement that clarify allocation of effort, funding, evaluation, and promotion standards, and designate a primary unit of responsibility.

The article addresses the transition and consolidation of job titles that predate the agreement, including phased discontinuation of the Specialist and Scientist titles and creation of a new title of Instructor which will apply to adjunct instructors who have contracts of less than two continuous semesters.

ARTICLE 16: Workload

This article establishes a framework for defining, assigning, and reviewing workload for bargaining unit members in ways that support the university's academic mission while recognizing the diversity of academic roles in different departments and schools. It affirms that no single workload formula fits all positions. Each unit must maintain written workload guidelines—developed and periodically reviewed—that specify expectations for

scholarship, instruction, professional performance, service, and related activities, as well as policies on overloads, releases, buyouts, and special assignments. These guidelines must align with university policies, peer standards, and criteria for annual review, periodic review, and promotion and tenure.

The article clarifies that workload allocation and annual work assignments are the responsibility of unit leaders, under the Provost's authority, and must be consistent, transparent, and documented annually. Faculty are given opportunities to express preferences regarding assignments, and changes must be reasonable, non-arbitrary, and communicated in advance, with additional approvals required when changes significantly alter effort or extend beyond one year. Provisions address research-intensive releases (especially for tenure-line probationary faculty), voluntary overloads with additional compensation, and outside work in compliance with university and state policies.

ARTICLE 17: Evaluations

Article 17 establishes a comprehensive, structured system for evaluating the performance of bargaining unit members through annual and periodic reviews aligned with workload expectations, academic standards, and career progression. This article expands on previous policy to ensure tenure-line faculty, unclassified academic staff, and bargaining unit members with multiyear appointments all receive written annual evaluations covering all assigned areas of responsibility, including teaching or professional performance, research or creative activity, service, and other duties consistent with KBOR policy.

Annual evaluations are intended to be developmental, providing constructive feedback, documenting performance, informing goal setting, and creating a record that may be used in decisions related to salary, workload adjustments, renewal, promotion, and tenure. The process ensures evaluations are aligned with workload and promotion and tenure guidelines established by KBOR policy.

The article defines university-wide standards, rating categories for each area of responsibility as well as overall ratings (Excellent, Very Good, Good, Marginal, Poor), timelines, and required documentation for annual evaluations, while allowing for variation by academic discipline through unit level policies developed through unit governance processes and approved by the Provost Office. It specifies required sources of evidence, including employee portfolios and multiple measures of teaching effectiveness, and guarantees Faculty the right to review, respond to, and append comments to their evaluations. It defines a rating of "Good" as the expected minimum level of annual performance in each area of responsibility. A structured, multistep appeal process is provided for disputing overall ratings of Marginal or Poor, with final decisions resting with the Provost, while procedural violations may be addressed through the grievance process. Ratings of Poor require a performance improvement plan consistent with KBOR policy.

Article 17 also governs periodic and comprehensive reviews, expanding periodic reviews to include not only tenure-track faculty but also unclassified academic staff and bargaining unit members with multi-year appointments. Periodic reviews include progress toward tenure, progress towards promotion, post tenure and post promotion reviews, while comprehensive evaluations are established for instructional faculty. These reviews follow unit-defined policies aligned with university standards, include protections such as notice, written feedback, opportunities for response, and, in some cases, committee review. The article also establishes expectations and procedures for Performance Improvement Plans following poor evaluations, emphasizing support, due process, and union representation.

ARTICLE 18: Timeline for Post-Tenure Review for Tenure-line Faculty and Post Promotion Review for Unclassified Academic Staff

The University's current Post Tenure Review policy has a review period of once every seven years following the receipt of tenure. Under this article, Associate Professors and Librarians will receive their first post-tenure review seven years after earning tenure. After that initial review, subsequent post-tenure reviews will occur every five years. Tenured faculty already in a review cycle will complete their current cycle before moving to the five-year schedule.

Because promotion from Associate to Full Professor typically occurs within five to seven years after tenure, the initial seven-year review period helps avoid multiple comprehensive reviews within a short timeframe. As noted above, this seven-year period varies with recently adopted Board Policy requiring that the first post-tenure review occur five years after receiving tenure.

The article establishes a seven-year cycle for post promotion review of Academic Staff.

ARTICLE 19: Promotion and Tenure

This article defines the standards, processes, and timelines for promotion and tenure for Faculty, with distinct provisions for tenure-line faculty, unclassified academic staff, and instructional faculty. Promotion and tenure decisions must align with KBOR policies, FSRR, university guidelines, and unit criteria, with final decision-making authority vested in the Chancellor.

A standardized four-level rating scale (Unsatisfactory, Adequate, Meritorious, Distinction) is established for promotions of all Faculty. This rating scale differs from the current 5-point scale. Transitional options allow some faculty to choose between prior and new criteria during defined periods. For promotions, this article sets a new standard of "Meritorious" in the areas of research and teaching for promotion to associate professor. The standard of "Distinction" in one area is required for promotion to full professor, which is a higher standard than the current standard of "Good".

Academic Staff who are not promoted maintain their rank with annual appointments. If they choose not to be evaluated at end of their probationary period, then they will maintain annual appointments until promoted. This is a change from current practice in which academic staff are shifted to continuous appointments if they complete their probationary period, even if they have not been promoted.

The article also establishes standards and process guidelines for promotions for instructional faculty. Separate promotion frameworks are outlined for lecturers, teaching professors, and professors of practice, each with defined ranks, typical timelines, evaluation requirements, and unit-level procedures

The article affirms that prior relevant service counts toward progression, requires units to provide mentoring—especially during the initial years of appointment, and mandates clear notice of expectations, criteria, and procedures at the start of employment.

The article details eligibility, probationary periods, tenure-clock extensions, and standards for promotion across ranks, emphasizing alignment between workload, evaluation, and promotion criteria. It clarifies that unsuccessful promotion reviews—except for mandatory tenure decisions—do not affect continued employment and that there is generally no fixed timeline requiring faculty to seek promotion beyond mandatory reviews.

Appeals of negative promotion or tenure decisions may be pursued when procedural violations or improper standards are alleged, using established faculty governance procedures as outlined in FSRR Article VI and grievance processes as established in the MOA.

ARTICLE 20: Compensation

The compensation article advances a plan to move all faculty toward appropriate market levels, differentiated by role and discipline over the next several fiscal years, with movement away from across-the-board increases. The article provides the following:

- Moves any bargaining unit members below the minimum base salary to that minimum (Table 1 of the article)
- Establishing a minimum credit hour rate for instructor positions (\$1500/credit hour for regular courses; \$1000/credit hour for courses with fewer than 5 students)
- Promotion in rank increases (Per Table 2 of the article)
- Merit increases, when funding allows, for those who have an annual evaluation rating of “good” or higher
- Allows the University discretion to make retention offers to manage risk of turnover of high-quality bargaining unit members
- An across-the-board increase of at least 1% for Faculty who did not receive an increase of at least that much as a result of the new minima or a retention-related increase
- Allows Faculty to receive summer pay, additional pay or administrative supplements for approved university activities, consistent with current practice
- Provides for professional development funds as unit budgets permit
- Reopens the compensation article for negotiation for years 2 and 3 of the contract.

In addition, through a side letter agreement, the parties agreed to creation of a \$1.5 million pool for unit leaders to make salary adjustments this year based on unit leader identified priorities such as retention, salary compression/inversion, and performance-based increases, to be implemented this year.

ARTICLE 21: Discipline

The Discipline article preserves the current concept that discipline of tenured faculty as well as bargaining unit members on active contracts must be supported by just cause. Discipline may be imposed based upon an employee’s violation of workplace rules and standards of conduct as established by the University. Under this article, prior to imposing a disciplinary suspension or a termination, the employee and their union representative are entitled to be presented with the basis for the proposed discipline and are afforded an opportunity to respond to the allegations being made against the employee.

ARTICLE 22: Grievance and Arbitration

The grievance procedure article provides a conflict resolution structure for alleged violations of the Agreement. The grievance procedure will replace shared governance hearing boards on disciplinary matters, which should improve the efficiency of such processes. The grievance procedure includes an advisory arbitration step, where a third-party arbitrator issues a recommendation as to how they believe a particular grievance should be resolved. This recommendation then goes to University administration for final agency action.

ARTICLE 23: Personnel Files

This article largely tracks existing provisions in the FSRR, providing Faculty and UAKU access to Faculty personnel files, including files in HR and the school/department(s), if any. The Union is required to maintain confidentiality except as needed to perform their statutory duty of fair representation. The provision limits Union access to OCRTIX investigation files (related to complaints of discrimination) unless they are the basis of discipline.

ARTICLES 24-30, 33

Articles 24 through 30 and 33 address routine matters already covered by state and federal law, university and/or KBOR policy, without substantial changes. Topics include non-discrimination, health and safety, emeritus status, phased retirement, State of Kansas employee benefits, leaves (sick, vacation, etc.); and severability.

ARTICLE 31: Modified Instructional Duties

This article allows for modification of instructional duties of Faculty and allows a temporary reallocation of effort to equivalent academic service when certain personal circumstances prevent them from being able to perform their instructional duties. KU's current Modified Instructional Duties policy applies only to full-time tenured and tenure track faculty. This article expands eligibility to all bargaining unit members with regular appointments of at least 75% FTE, making the policy available to instructional faculty as well as tenure line faculty. It also broadens the qualifying circumstances to include caregiving responsibilities for a child of any age, whether by birth, adoption, or fostering.

ARTICLE 32: Sabbatical Leaves

This article on sabbatical leaves aligns with both KBOR policy and current KU policy. It introduces no changes from existing practice.

ARTICLE 34: Term of Agreement

This article creates a three-year agreement from April 15, 2026 (if approved), which automatically renews for one-year periods unless notice of intent to terminate or modify is given at least 90 days before expiration.

Side Letters

The University also entered into five separate "side letters" of agreement. The side letters will not be included in the overall Memorandum of Agreement.

The most significant of those side letters relates to compensation. As explained above, it created a \$1.5 million pool for unit leaders to make salary adjustments this year based on unit leader identified priorities such as retention, salary compression/inversion, and performance-based increases, to be implemented this year.

The other four side letters maintain current practices or set forth agreement for further discussions on the following topics: Retiree Benefits, Intellectual Property, Supplemental Salary Funding, Use of the "Area Director" title.

Conclusion and Recommendation

The University of Kansas recommends that the Board approve this new Memorandum of Agreement for University Faculty, along with the side letters, and authorize the Chair to execute the documents on behalf of the Board.