

## Attachment A

### LETTER OF AGREEMENT # 13

Both parties acknowledge the importance of a shared governance process as the appropriate decision making model at the University of Detroit Mercy. In particular, this process evaluates academic and administrative program effectiveness and makes resource allocation decisions resulting from such programmatic review. Since this is agreed to be the appropriate program review process, the protection to faculty afforded by Letter of Agreement #2 (No Layoff Clause) is now included within a functioning shared governance process. A functioning shared governance process is deemed to be in place after the following steps have been completed: the Shared Governance Task Force develops an acceptable governance matrix and proposes one or more actual governance structures that will make possible the shared decision making depicted in the revised matrix; a structure will be agreed to and put in place for a one-year trial period, and; final approval of all parties. It is agreed Letter of Agreement #2 will be deleted eighteen months after the trial period and final approval of all parties to the shared governance structure.

To act on program decisions during the development, implementation and trial period of a shared governance process, both parties agree to a one-person exception to Letter of Agreement #2 during the first three years of this contract. In addition, the University retains the contractual right to convene the Institutional Resources Committee, when reasonable, to begin program review discussions as identified in the Prioritization Process of 2002. Should the trial period of a shared governance structure begin after 15 May 2005, decisions agreed to in the Institutional Resources Committee process outlined in Article 7 may be implemented, including a one-person exception to Letter of Agreement #2. Should the trial period of a shared governance structure begin after 15 May 2006, decisions agreed to in the Institutional Resources Committee process outlined in Article 7 may be implemented, including up to four one-person exceptions to Letter of Agreement #2. Once a shared governance structure, developed by the Shared Governance Task Force, begins its trial period, no further decisions agreed to in the Institutional Resources Committee process outlined in Article 7 shall be implemented. All further program review decisions shall be within the exclusive purview of the shared governance structure. No exceptions referred to in this Letter will involve any faculty member who normally teaches one or more courses eligible for core curriculum credit.

Either party can reopen contract negotiations after 15 November 2005 on one or both of the following issues: general compensation increases stated in the contract for years four and/or five, and; percent of UDMPU coursework taught by non-bargaining unit faculty.

UNIVERSITY OF DETROIT MERCY UDMPU

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_