

Team Operating Agreement

RE: Provision of performance and completion of Team Projects

Class: _____

Semester: _____

Professor: _____

Team Name: _____

This Agreement is made as of _____ (date) between those persons signed at the end of this Agreement within the Belmont University, Jack C. Massey College of Business program(s) located in Nashville, Tennessee, Davidson County.

RECITALS

- A. Professor has developed certain unique educational subject matter, systems, designs, organization models, curricula, materials, guidelines, tests, and/or programs as designated in the Syllabus and other documents assigned during the semester (Hereinafter "Assignments").
- B. Professor has provided such Assignments to the Team, and each Team Member acknowledges receipt of said materials and assignments.
- C. The Team and the Team Members wish to complete said Assignments in a complete and timely fashion for the maximum grade possible to be given to the class.

DEFINITIONS

"Professor" shall mean that individual listed above and being a member of the faculty of Belmont University.

"Assignments" shall mean all assignments designated as part of the Team Project and related work within the syllabus of the class listed above or such work product assigned by the Professor for Teams to complete during the Semester.

"Class" shall mean the Belmont University class listed above, including the properly registered members of the class, the Professor, and duly invited guests of the Professor.

"Semester" shall mean the academic term listed above for Belmont University as defined by the Registrar of Belmont University.

"Team Member" shall mean those persons who signed this contract and who have been assigned to a Team by the Professor.

"Team" shall mean the group of persons signed below referred to collectively.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the covenants, and the Agreements set out below, each of the Team Members signed below agree as follows:

1. ENGAGEMENT. The Team Members hereby engage and retain each and every other Team Member who agrees to provide knowledge, expertise, work, and time, among other duties, to the Assignments.

2. TERM. The term of the Agreement shall be from the date of execution until the Assignments outlined in the syllabus and as assigned by the Professor have been completed and a grade has been returned for such Assignments. The term shall not exceed the end of the semester listed above.

3. TEAM MEMBER OBLIGATIONS. Each Team Member signed below agrees to:

- A. **Contribute a high quality of work.** Put forth the required effort to produce a quality of work that consistently meets the teams' expectations, adhere to established and agreed-upon deadlines, and perform at levels that reflect positively on the team and its desired outcomes.
- B. **High levels of engagement with the team.** Consistently attend team meetings, actively participate in discussions to further the team outcomes, engage in assignments as required by team norms, ensure that all work is delegated equitably, and support other Team Members in their assigned tasks whenever possible.
- C. **Adhere to team norms.** Meet the expectations of team norms and standards as defined in Attachment A, Team Norms and Standards.
- D. Meet all applicable Federal, State, and local health, safety, and civil rights laws.

4. MUTUAL OBLIGATIONS. Both the Team and all Team Members agree to the following:

- A. Confer and agree to the content of any Professor announcements regarding this contract, its contents, objectives, and results.
- B. Promptly inform the other Team Members of any issues and problems that may arise during the performance or completion of any Assignment if said issues or problems may affect a Team Member's ability to complete or participate in said Assignment.
- C. Grant permission to other Team Members upon reasonable request to share information regarding the Assignments to Professor and, in Professor-approved circumstances, the Class, consistent with the confidentiality provisions of the Family Educational Rights Privacy Act (FERPA).

5. BREACH. A Team Member has failed to fulfill that Team Member's obligation under this contract if said Team Member fails to adhere to any of the obligations outlined in Section 3 or 4 above and will be considered to have breached the Contract (hereinafter "Breaching Team Member").

- A. **Effect of Breach.** The Breaching Team Member must complete all aspects of the Team Project for an individual grade and complete the project on time for the total points.

1. The Breaching Team Member may continue with the same project idea but

must complete the entire project work themselves.

2. The Breaching Team Member may not utilize any part of the previous work previously submitted by their original Team other than the part they expressly contributed.

6. NOTICE OF BREACH. The Team Members not in breach shall notify the Breaching Team Member in writing as soon as a breach is determined to have occurred that said Breaching Team Member is in Breach. The writing shall include any electronic communication through the Belmont email or Belmont electronic class management system (example: Canvas).

A. Said Notice shall be in writing, sent by email, and shall include the following:

1. A statement clearly states that the Team believes the Breaching Team Member has breached this contract.
2. A statement clearly states that the Breaching Team Member has seven (7) calendar days to cure said breach.
3. If the Notice is provided for a Second Breach, the Notice shall be copied to the Professor and shall also include:
 - a. A statement clearly states that it is a Team Member's second breach.
 - b. A statement clearly stating what request the Team Members shall make to the Professor regarding the Breaching Team Member.
 - c. A statement or statements clearly stating what evidence will be presented to support the requested action from the Professor.
 - d. A statement requesting the Breaching Team Member appear at a certain time and date to discuss the Second Breach with the Professor and the Team.
 - i. A Breaching Team Member shall respond to both the Team and the Professor to said request within 48 hours of receipt.

7. RIGHT TO CURE. A Breaching Team Member shall have the right to cure a breach as defined in Section 5 above as follows:

A. First Breach. Upon receiving Notice of a breach as outlined in Section 7 below, a Breaching Team Member shall have seven (7) calendar days to cure the breach.

1. The Team must approve whether or not a Breaching Team Member's attempt to cure is acceptable in good faith and in a manner agreed upon by the Team.
 - a. If the Breaching Team Member's attempt to cure is accepted, the Breaching Team Member shall remain as a Team Member.
2. If the Breaching Team Member's attempt to cure is unacceptable to the

Team, the Team may elect unanimously to terminate the Breaching Team Member from the Team.

3. If the Breaching Team Member's attempt to cure is not accepted as a cure for breach by the Team, the Breaching Team Member shall have the right to present the unaccepted attempt to the Professor for review.
 - a. The Professor shall have the final decision as to whether the Team's decision was in good faith and should be upheld.

B. Second Breach. A Breaching Team Member who has acceptably cured a First Breach but has failed to fulfill the obligations as outlined in Section 4 and/or 5 above for a second time shall be notified in writing by the Team as outlined in Section 7(A)(3), below.

4. A Team Member who has been notified of a Second Breach may be terminated by a simple majority vote of the other Team Members by written notification at any time after notification of the Second Breach.
5. A Team Member who has been notified of a Second Breach shall be entitled to a hearing before the Professor. Said Team Member shall lose the right to a hearing if the Team Member does not respond within 48 hours to a request as outlined in 7(A)(3)(d)(i).

Failure to follow the Notice of Breach and Right to Cure procedures above will result in the invalidation of the Breaching Team Members' end-of-semester peer assessment review score.

8. RIGHTS OF A BREACHING TEAM MEMBER. A Breaching Team Member shall have the following rights:

- A. To petition the Professor to review the Team's procedure or decisions concerning the Breaching Team Member.
- B. To present evidence and be heard concerning the Breaching Team Member's Notice and attempts to cure, if any.

9. TERMINATION BY THE PROFESSOR. The Professor may terminate a Team Member for reasons outside of this Agreement. A Team may only request approval for termination by the processes outlined in this Agreement.

10. INCIDENTS THAT SHALL NOT BE CONSIDERED A BREACH. Under no circumstances shall the following be considered a breach of this Agreement, and no Team Member shall be terminated for such:

- A. Failure to perform obligations as set forth herein is a result of Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disasters), war, invasion, an act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout.
- B. Failure to perform obligations as set forth herein results from a family incident, including death or severe injury to a close family member.

Signed and Agreed Upon this the _____ day of _____,
20____ by the following Team Members:

Signed _____ Print _____

Signed _____ Print _____

Signed _____ Print _____

Signed _____ Print _____

Signed _____ Print _____

Signed _____ Print _____

