An Agreement

between the

Board of Trustees of the University of Massachusetts

and the

American Federation of Teachers Local 1895, AFL-CIO Faculty Federation

at the

University of Massachusetts Dartmouth

Effective
July 1, 2004
**TRUSTEES/FACULTY FEDERATION AGREEMENT**
**UNIVERSITY OF MASSACHUSETTS DARTMOUTH**

Agreement between the Board of Trustees of The University of Massachusetts and the UMASS Faculty Federation, Local 1895, American Federation of Teachers, AFL-CIO

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PREAMBLE

This Agreement is entered into by and between the University of Massachusetts Board of Trustees and the UMASS Faculty Federation, Local 1895, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent for the members in the bargaining unit delineated in Article I. Section A.

This Agreement between the University of Massachusetts Board of Trustees and the UMASS Faculty Federation seeks to establish a democratic process whereby the legitimate goals of the Faculty, the Administration, the Students and the Board of Trustees can be achieved and conflicts can be resolved in a democratic and orderly manner.

ARTICLE I
UMASS FACULTY FEDERATION
RECOGNITION AND DEFINITIONS

A. RECOGNITION

The University of Massachusetts Board of Trustees recognizes the UMASS Faculty Federation Local 1895, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for the following professional employees:

- Commonwealth Professor, UMass Dartmouth
- Chancellor Professor, UMass Dartmouth
- Professor, UMass Dartmouth
- Associate Professor, UMass Dartmouth
- Assistant Professor, UMass Dartmouth
- Instructor, UMass Dartmouth
- Lecturer, Full-Time, UMass Dartmouth
- Lecturer, Part-Time, UMass Dartmouth
- Department Chairperson, UMass Dartmouth
- Library Division Head, UMass Dartmouth
- Librarian, UMass Dartmouth
- Associate Librarian, UMass Dartmouth
- Assistant Librarian, UMass Dartmouth
- Library Assistant, UMass Dartmouth
- Visiting Librarian, Full-Time, UMass Dartmouth
- Visiting Librarian, Part-Time, UMass Dartmouth
- Professional Technician I, UMass Dartmouth
- Professional Technician II, UMass Dartmouth
- Professional Technician III, UMass Dartmouth
- Professional Technician IV, UMass Dartmouth
- Research Associate, UMass Dartmouth
- Technical Associate, UMass Dartmouth

B. DEFINITIONS

1. The term "Academic Year" shall consist of the period September 1, to May 31, inclusive.
2. The term "Employer" shall be defined as the University Of Massachusetts Board Of Trustees.
3. The term "Administration" shall be defined to include the President, the UMass Dartmouth Chancellor and other principal administrative officers of the University; such designation is not to include individuals and positions as defined under Section A. of Article I., in the Educational Services Unit Contract or Section A. of Article I., of the Trustees/Faculty Federation Agreement. The Administration
shall be responsible for the management of the University of Massachusetts Dartmouth.

4. The term "Chancellor" as used in this agreement means the Chancellor of the University of Massachusetts Dartmouth.

5. The term "Provost" as used in this agreement means the Provost and Vice Chancellor for Academic Affairs of the University of Massachusetts Dartmouth.

6. The term "University" as used in this agreement means the University of Massachusetts Dartmouth.

7. The term "Dean" or "Dean of the College" as used in this Agreement means the Deans of the Colleges of the University or the Dean of Library Services of the University.

8. The term "Faculty" as used in this Agreement means a member of the bargaining unit holding the title of Full-Time Lecturer, Part-Time Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, Commonwealth Professor, or Chancellor Professor who teaches at least one course per academic year, except for those on sabbatical leave.

9. The term "Federation Representative" as used in this Agreement means any officially designated representative of the Faculty Federation.

10. The term "Librarian" as used in this Agreement means a member of the bargaining unit who is a staff member of the University Library who holds a Master of Library Science Degree from an institution accredited by the American Library Association or an equivalent degree, and who holds the title Assistant Librarian, Associate Librarian, or Librarian.

11. The term "Library Assistant" as used in this Agreement refers to a staff member in a professional position with a Bachelor's degree and significant library experience with relevant course work in library science desirable.

12. The term "Full-Time Visiting Librarian" as used in this agreement means a librarian other than those holding the title of Librarian or Library Assistant whose normal work week is 37.5 hours.

13. The term "Part-Time Visiting Librarian" as used in this Agreement means a librarian other than those holding the title of Librarian, Library Assistant or Full-Time Visiting Librarian whose normal work week is 20 hours or less.

14. The term "Professional Technician" as used in this Agreement means a member of the bargaining unit, in a professional position, who assists in laboratories, maintains instructional equipment, or prepares instructional material, and who holds the title of Professional Technician IV, Professional Technician III, Professional Technician II, or Professional Technician I.

15. The term "Trustees" refers to the Board of Trustees for the University of Massachusetts.
16. The term "University System" refers collectively to all educational facilities or academic locations under the control of the Trustees.

17. The term "Promotion" as used in this Agreement means advancement to a higher rank approved by the Board of Trustees.

18. The term "Probationary Period" as used in this Agreement means the period of the bargaining unit member's employment preceding the granting of tenure or permanent appointment.

19. The term "Unsatisfactory Report" as used in this Agreement means that the individual was rated below average on the form used in evaluating teaching effectiveness in a class by more than fifty (50%) percent of the students in that class.

20. The term "Department" shall be defined as any recognized instructional or service unit (including library divisions).

21. The term "Part-Time Faculty" as used in this Agreement means an employee who is not "Full-Time" and teaches a minimum of one (1) course.

22. The term "Campus" refers to any single educational facility or academic location of the University of Massachusetts Dartmouth.

23. The term "He" whenever used in this Agreement shall mean "He" or "She." Likewise, "Him" shall signify "Him" or "Her."

24. Whenever the singular is used in this Agreement, it shall include the plural.

25. The term "Full-Time Lecturer" as used in this Agreement means a faculty member other than those holding the title of Commonwealth Professor, Chancellor Professor, Professor, Associate Professor, Assistant Professor, or Instructor, who teaches ten (10) or more units in a semester.

26. The term "Part-Time Lecturer" as used in this Agreement means a faculty member other than those holding the title of Commonwealth Professor, Chancellor Professor, Professor, Associate Professor, Assistant Professor, Instructor or Full-Time Lecturer who has taught at least one (1) course for three (3) consecutive semesters or who is teaching in the third consecutive semester.

27. Research Associate
Any non-faculty employee of the University of Massachusetts Dartmouth whose primary responsibilities are to: (a) supervise research activities or (b) to conduct research through the University of Massachusetts Dartmouth.

28. Technical Associate
Any non-technician employee of the University of Massachusetts Dartmouth whose primary responsibility is to provide technical support to employees engaged in the
supervision or conduct of research activities through the
University of Massachusetts Dartmouth.

29. Director of SMAST
The non-unit administrative head of the School for Marine
Science and Technology

30. Members of the unit who are appointed by a College Dean to
serve as an Assistant or Associate Dean shall be
considered non-unit employees for the duration of their
administrative appointment.
ARTICLE II
UMASS FACULTY FEDERATION-TRUSTEES RELATIONS

A. FAIR PRACTICES

As exclusive collective bargaining agent, the Faculty Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender, age, marital status, sexual orientation, religion, disability, veteran's status, political belief or affiliation. The Faculty Federation will represent equally all persons without regard to membership or participation in or association with the activities of any employee organization.

The Trustees agree to continue their policy of not discriminating against any person on the basis of race, color, creed, national origin, gender, age, marital status, sexual orientation, religion, disability, veteran's status or any other groups that may be designated "protected" by law, political belief or affiliation or membership or participation in or association with the activities of any employee organization.

The Trustees and the Faculty Federation agree that all forms of discrimination including sexual harassment are illegal practices which will not be condoned in the workplace. Sexual harassment shall be considered as an act of sexual discrimination for the purposes of this Article.

B. INDIVIDUAL CONTRACTS

Rights and benefits of members of the bargaining unit set forth in this Agreement shall be incorporated into and made part of any individual contract of employment with the Board of Trustees. In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to members of the bargaining unit.

C. CONTINUING CONSULTATION

The Trustees and the Faculty Federation, recognizing the importance of frequent communications in maintaining good relationships, agree to schedule regular meetings with the Faculty Federation local officers or their designees, and similar meetings between the Chancellor and the Executive Officers of the Faculty Federation. Included for discussion shall be faculty-administrator relationships and methods for improvement.

These meetings shall not be for the purpose of negotiation with respect to wages and hours or conditions of employment or for discussing specific grievances but shall be for the purpose of discussing and resolving mutual problems affecting the overall relationships between the parties to this Agreement. In addition to the regularly scheduled meetings, special meetings, both at the college and university levels, shall be held at the request of either party to discuss and resolve questions relative to the Agreement.
D. BULLETIN BOARDS

The Faculty Federation shall be permitted to post official Faculty Federation notices on the university bulletin boards.

E. DISTRIBUTION OF MATERIALS

The Faculty Federation shall have the right to place Faculty Federation related materials in the mailboxes of faculty and other professional employees.

F. FEDERATION MEETINGS

On twenty-four (24) hours' notice to the appropriate authority, the Faculty Federation shall have the right to schedule a Federation meeting during normal operating hours in the buildings of the Campus. After a Federation meeting has been scheduled, no other meetings involving faculty members shall be scheduled at the same time.

G. INFORMATION

The Trustees shall make available to the Federation upon its written request, within a responsible time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the negotiation and implementation of this Agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form or to supply any information that is confidential.

H. TRUSTEE MEETINGS

1. The Faculty Federation will be supplied a copy of the agenda and a copy of the packet of back-up materials which is supplied to the press in advance of each regular or special meeting of the Trustees.

2. All items relating to the terms of the Agreement between the Trustees and the Federation shall be placed on the agenda of the Board of Trustees to be discussed at a specified time determined by the Board with notification to the Faculty Federation.

3. A copy of the minutes of all Trustee meetings shall be sent to the Faculty Federation President including Executive Session minutes after approval by the Board.

I. FACULTY REPRESENTATION

Any faculty member representing the members of this unit on any committee or other such body established by the Board of Trustees or any agent thereof, which involve matters of conditions of employment, shall be elected by a procedure administered by the UMASS Faculty Federation; no faculty member desiring to be a candidate shall be excluded from such election.

J. FACULTY FEDERATION OFFICE

The Federation shall be provided with an office on campus suitable for carrying out its functions under the Agreement.
ARTICLE III
ACADEMIC FREEDOM, DEMOCRACY AND RESPONSIBILITY

A. EDUCATIONAL POLICY AND ACADEMIC FREEDOM

1. An Academic Review Committee shall be formed composed of two (2) representatives of the Trustees, two (2) representatives of the Faculty Federation, together with the Provost and the Faculty Federation President, who shall serve alternately as Chairperson of the meetings. The function of this committee is to review changes in academic programs which directly affect wages, hours, and conditions of employment specifically covered by this Agreement. Recommendations of this committee shall be given to the parties to this Agreement for their consideration. Either the Provost or the President of the Faculty Federation may request that the committee convene at a mutually acceptable time and place. The committee shall establish its procedures of operation.

2. The UMASS Faculty Federation and the Board of Trustees agree to accept the statement of principles on academic freedom as follows:

   a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of the other academic duties but research for pecuniary return should be based upon an understanding with authorities of the institution, and shall not interfere with the faculty member's obligations to the University.

   b) The teacher is entitled to freedom in the classroom in discussing subject matter but should be careful not to introduce controversial matter which has no relation to the subject.

3. The individual faculty member shall have the sole responsibility to determine course content and texts, limited only by course descriptions approved by the appropriate curriculum committees.

4. Faculty teaching assignments shall be decided by the Department Chairperson (Program Chairperson/SMAST) in consultation with members of the department and must be acceptable to the Dean of the College or the Director of SMAST.

5. Faculty may be assigned to teach classes between the hours of 8:00 a.m. and 10:00 p.m. Teaching assignments after 5:00 p.m. shall be made only with the written agreement of the faculty member involved. In no case, will faculty be required to teach a class that ends more than eight (8) hours after the beginning of their first class of the day.

6. The Trustees shall uphold the faculty's academic freedom to discuss controversial issues.

7. The exercise of legal and constitutional rights shall in no way jeopardize the faculty member's position or rights.
8. The parties recognize that there shall be no censorship of library materials.

B. SUSPENSION FROM CLASS

The Chancellor may, after consultation with the appropriate College Dean and Provost, suspend a faculty member from class. No faculty member may be removed from the performance of duties without full disclosure of the reasons for the intended suspension to the individual concerned. The faculty member shall have the right to a hearing before the appropriate College Academic Council which shall make its recommendations to the Chancellor. Where a person has been removed from the performance of duties, the administration shall present its reasons at a hearing before the College Academic Council within five (5) school days. If the grievance is not resolved at the level of the College Academic Council, the faculty member involved may pursue the grievance, in an orderly manner, under Article XVII (Grievance Procedures) of this Agreement.

C. THE UNIVERSITY OF MASSACHUSETTS INTELLECTUAL PROPERTY POLICY

The prompt and open dissemination of the results of research and creative work among scholars and, eventually, to the public at large is essential to the University's mission of education and research. The commercial development and distribution of the results of research and creative work to benefit the inventor or creator and the economy is part of the University's mission of public service. This Policy is intended to facilitate the commercial development of intellectual property arising at the University and to provide an incentive to University inventors or creators to participate in such development while acknowledging the University's primary goal of the discovery and dissemination of knowledge.

1. Definitions

As used in this Policy, the following words shall have the following meanings:

a) Confidential Information - Information that is received by a Covered Individual from a third party under an express or implied obligation of confidence.

b) Covered Individuals - All staff, faculty members, students, adjunct professors in residence, and any other individuals associated with the University.

c) Copyrightable Work - A creative work that is protectable under the copyright laws of the United States or other countries. Copyright protection is available for most literary, musical, dramatic, and other types of creative works, including, for example, computer software, teaching materials, multimedia works, proposals, and research reports.

d) CVIP - The University Office of Commercial Ventures and Intellectual Property, which has primary responsibility for administering the development and commercialization of Intellectual Property through licensing or other arrangements.

e) Director - The Executive Director of the CVIP.
f) **Evaluation Committee or Committee** - One of several University committees, each with a particular area of technical expertise, that advises the CVIP and Vice Chancellor for Research in evaluating Inventions, Tangible Research Materials, and Copyrightable Works.

g) **Exempted Scholarly Work** - A Scholarly Work that falls within certain categories of Copyrightable Works for which academic institutions have historically waived any ownership interest in favor of the author. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, classroom presentation and instruction, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, and popular fiction and nonfiction or other works of artistic expression. As modern types of works become clearly established as Scholarly Works, so that individual consideration is no longer deemed necessary, the President may expand this list of Exempted Scholarly Works beyond these historically established categories. As described below, under most circumstances Exempted Scholarly Works need not be disclosed to the University and the University automatically waives any ownership interest in such works.


i) **Invention** - A discovery or development that may be protectable under the patent laws of the United States, the United States Plant Variety Protection Act, or equivalent laws in other countries.

j) **Outside Researcher** - An individual who performs or directs research for an organization other than the University.

k) **President** - The President of the University or the President’s designee.

l) **Public Disclosure** or **Publicly Disclosed** - Any written or oral disclosure of an Invention or Copyrightable Work to any person not under a contractual or fiduciary obligation of confidentiality to the University.

m) **Scholarly Work** - A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge, or is a work of artistic expression. As described below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Vice Chancellor for Research on a case-by-case basis (except that Exempted Scholarly Works are automatically considered Scholarly Works), and under most circumstances the University waives all ownership interests in Scholarly Works.

n) **Tangible Research Materials** or **Materials** - Tangible biological, chemical, and physical materials or equipment. Examples include cell lines, antibodies,
DNA or RNA, chemical samples, plasmids, and prototypes.

o) Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such person exists, the Provost (or their designees).

2. Scope

a) Persons Subject to the Policy

All Covered Individuals are subject to this Policy.

b) Types of Intellectual Property Covered by the Policy

This Policy addresses the three categories of Intellectual Property (Inventions, Copyrightable Works, and Tangible Research Materials) as well as Confidential Information. The President shall have authority to designate additional types of Intellectual Property under this Policy.

3. Policy

a) Participation Agreement

The University has adopted a Participation Agreement, attached as Exhibit A, that confirms acceptance of this Policy by Covered Individuals and assigns to the University all rights in any Intellectual Property in which the University asserts ownership (as described below).

(1) Students - Students must sign the Participation Agreement prior to employment by the University in any research-related position. Such employment would include, for example, an arrangement whereby a student is funded as a research assistant under a government research grant or an industry-sponsored research agreement with the University. Students may also be required to sign the Participation Agreement under other appropriate circumstances, as determined by the Vice Chancellor for Research.

(2) Individuals Other Than Students - All Covered Individuals other than students must sign the Participation Agreement. The University will confirm that a valid Participation Agreement is on file before a Covered Individual receives any University-administered funds under a sponsored research grant or agreement.

b) Ownership of Intellectual Property

Any Covered Individual who invents, creates, or discovers any Intellectual Property will own all rights to such Intellectual Property except as follows:

(1) Use of University Resources - The University will own any Intellectual Property (other than
Exempted Scholarly Works) that is made, discovered, or created by any Covered Individual who makes significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the development of such Intellectual Property. If the Individual uses only library facilities and occasional use of office equipment to create the Intellectual Property, such use will not ordinarily be considered "significant use" of University resources.

If a Covered Individual makes, creates or discovers Intellectual Property (other than Exempted Scholarly Works) that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University, then "significant use" of University resources will be presumed. As described below, the Covered Individual may rebut this presumption of University ownership through submission of documentary evidence which clearly establishes that the Intellectual Property was developed without significant use of University resources.

(2) University-Commissioned Works - The University will own any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.

(3) Intellectual Property Subject to Contractual Obligations - Ownership of any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the University, although the University will ordinarily claim ownership.

(4) Student Works

(a) Generally - As with other Covered Individuals, students shall own any Intellectual Property that they make, discover, or create in the course of research (e.g., thesis or dissertation research) unless (i) the student received financial support from the University in the form of wages, salary, stipend, or grant funds for the research, or (ii) the student made significant use of University resources (including University-
administered funds or University-funded time, facilities, or equipment) in connection with the research, or (iii) the research was funded by a sponsor pursuant to a grant or sponsored research agreement or is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation that restricts ownership of Intellectual Property.

(b) Theses and Dissertations - All student theses and dissertations are considered Exempted Scholarly Works; therefore, the student will own copyright to the Scholarly Work (unless Sections 3.b)(2) or 3.b)(3) above apply), subject to a royalty-free license to the University to reproduce and publish the Scholarly Work. As described below, students are allowed to publish their theses and dissertations unless they have agreed in writing to restrictions that preclude or delay publication.

Under certain circumstances, as described in Section 3.c)(3) below, the University will relinquish its rights in Intellectual Property to the inventor or creator of that Intellectual Property at the inventor or creator's request.

c) Administrative Procedures - Inventions and Copyrightable Works

A primary goal of the University is the discovery and free dissemination of knowledge for the benefit of the public. The University recognizes, however, that in certain instances the public will only benefit from knowledge that is protected under the patent or copyright laws, which provide an incentive for economic development of that knowledge. The University therefore requests that all Covered Individuals disclose Inventions and Copyrightable Works (other than Exempted Scholarly Works) promptly, in order to allow the University an opportunity to evaluate their commercial potential, and to preserve or enhance their value by filing a patent application or obtaining a copyright registration. The University has established the following procedures in order to accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge.

(1) Disclosure to the University - Disclosure forms should be submitted to the CVIP or the Vice Chancellor for Research. The Vice Chancellor for Research and the CVIP will exchange copies of all disclosure forms that each receives. The Vice Chancellor for Research will also make available to the campus Office of Grants and Contracts appropriate information to permit required disclosures to research sponsors (e.g., federal agencies). The CVIP will make available appropriate disclosure forms. The
treatment of different categories of Intellectual Property is set forth below.

(a) Intellectual Property Developed with University Resources - All Covered Individuals are encouraged to disclose promptly all Inventions and Copyrightable Works (except Exempted Scholarly Works) that (i) are developed with significant use of University resources or (ii) are the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University (see Section 3.b)(1) above). Although the disclosure of such Inventions and Copyrightable Works is generally voluntary, if the Covered Individual intends to commercialize such Intellectual Property, disclosure is required reasonably before the Covered Individual takes any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.

If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required under any circumstances. In other cases in which a Covered Individual desires treatment of a Copyrightable Work as a Scholarly Work, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief explanation of why the work should be a Scholarly Work.

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

(b) University-Commissioned Works - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) that a Covered Individual is specifically hired or commissioned by the University to develop (see Section 3.b)(2) above), disclosure of the Intellectual Property is required unless
otherwise provided by written agreement between such individual and the University.

(c) Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

(2) Evaluation and Disposition of Disclosures - The Director and the Vice Chancellor for Research will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify the Covered Individual of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions (and computer software) ordinarily no later than ninety (90) days, and for Copyrightable Works (other than software) ordinarily no later than thirty (30) days, after the CVIP or the Vice Chancellor for Research receives a complete and accurate disclosure form and any other information that the CVIP or the Vice Chancellor for Research requests in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section 3.c)(4) below:

(a) Scholarly Work - In the case of a Copyrightable Work that is claimed as a Scholarly Work (but is not an Exempted Scholarly Work), the Director and the Vice Chancellor for Research will decide whether that work is in fact a Scholarly Work.

(b) No Use of University Resources - In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Director and the Vice Chancellor for Research will decide whether there was in fact significant use of University resources.

(c) Evaluation of Commercial Potential: The Evaluation Committees - In the case of
Intellectual Property that the Covered Individual discloses for possible commercialization by the University, the Director and the Vice Chancellor for Research will determine its commercial potential. To assist in this determination, the Director and the Vice Chancellor for Research may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Vice Chancellor for Research may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at the President’s discretion. Each Committee will be composed of faculty members with relevant expertise, appointed by the Chancellors in consultation with the Director and the Vice Chancellors for Research; a representative from the CVIP other than the Director; and a Committee Chair, selected by vote of the whole Committee. The Director may invite to any Committee meeting one or more individuals from outside the University with relevant industry experience to advise the Committee.

In the case of Inventions or Copyrightable Works (including Exempted Scholarly Works) that arise in the course of research funded by a sponsor under a grant or research agreement, or which are subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting evaluation of disclosures, the evaluation process will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

In the unlikely event that the Director and the Vice Chancellor for Research disagree on the disposition of a disclosed Invention or Copyrightable Work, a final decision shall be made by the President.

(3) **Request for Relinquishment of Rights** - Under certain circumstances, as described below, the University may relinquish its ownership rights in an Invention or Copyrightable Work to the inventor or creator of the Intellectual Property at the inventor or creator’s request.

(a) **Intellectual Property Developed With University Resources** - The University automatically waives its rights in Exempted Scholarly Works. In all other cases, the University will ordinarily waive its ownership rights in favor of the inventor or creator of an Invention or
Copyrightable Work if the Covered Individual has made complete and accurate disclosure of such Intellectual Property in accordance with this Policy and the Director and Vice Chancellor for Research have determined that the Intellectual Property comes under one or more of the following categories (as described in detail above):

- Copyrightable Work that is a Scholarly Work
- Intellectual Property developed without significant use of University resources
- Intellectual Property that the University has decided not to commercialize

(b) University-Commissioned Works - The University will not ordinarily waive its ownership rights in any Intellectual Property (including Exempted Scholarly Works) that is developed by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.

(c) Intellectual Property Subject to Contractual Obligations - In the case of Intellectual Property (including Exempted Scholarly Works) that is developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting ownership, the relinquishment of any University rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the University, if such terms differ from this Policy. A Covered Individual may need a separate waiver or assignment of rights from the other party in order to acquire complete rights to the Intellectual Property.

If certain Intellectual Property is available for relinquishment by the University (as set forth above), the inventor or creator of the Intellectual Property may request in writing that the Director grant a release or assignment of rights. The Director in consultation with the Vice Chancellor for Research will promptly respond to this request. The University will retain a royalty-free, non-exclusive license to use any such Inventions or Copyrightable Works for academic research and teaching.

(4) Appeals - If a Covered Individual disagrees with a decision of the Director and the Vice Chancellor for Research under Section 3.c)(2)
above, such individual may ask for reconsideration by the appropriate Evaluation Committee. The Committee shall review the matter and make its recommendation to the Director and the Vice Chancellor for Research who shall reconsider the matter. That decision may be appealed to the President, who shall review the written records and make a decision which shall be final.

d) Administrative Procedures - Tangible Research Materials

While potential commercial value should not inhibit the free exchange of University-owned Tangible Research Materials for research purposes, the University nonetheless recognizes that such Materials may have significant commercial value. In addition, Tangible Research Materials received by Covered Individuals may be subject to contractual restrictions that severely limit the use and transfer of such Materials, to the detriment of University researchers. The University has therefore established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time respecting the ownership rights of the University, protecting the rights of its researchers, and limiting the liability of the University and its researchers.

(1) Transfer to Outside Researcher for Basic Research If a Covered Individual desires to transfer Materials to an Outside Researcher for use in internal basic research, and not for the development or sale of commercial products, the Covered Individual must use the appropriate University form of Materials Transfer Agreement ("MTA"), which will be provided by the CVIP together with instructions for the use of each form. The various forms of MTA will establish rights and responsibilities regarding the Materials among the University and the Outside Researcher and the researcher's employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign MTAs on behalf of the University provided that (i) the University-form MTA is not altered or revised in any manner and (ii) a signed original of the MTA is sent to the CVIP when the Materials are sent to the Outside Researcher. Alternatively, CVIP representatives are authorized to approve and sign MTAs, even with revisions.

If Materials are developed by a Covered Individual in the course of sponsored research, or are otherwise subject to contractual restrictions (e.g., a materials transfer agreement or confidential disclosure agreement), the transfer of such Materials to an Outside Researcher will be governed by the
terms of the relevant agreement, if such terms differ from this Policy.

These procedures also apply to students who leave the University and desire to bring with them Materials that they developed or discovered in the course of their work at the University.

(2) Transfer for Commercial Use - Materials may not be transferred to any Outside Researcher for any use other than internal basic research unless the Outside Researcher has obtained a license from the University through the CVIP under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the CVIP or Vice Chancellor for Research in the same manner as Inventions and will be treated in the same manner as Inventions.

(3) Receiving Materials from Outside Researchers - If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only CVIP representatives are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the CVIP regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in their research. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous that the CVIP will ordinarily not approve the agreement. The CVIP will make available a University-form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy. If any MTA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

e) Administrative Procedures - Confidential Treatment of Information

While the academic tradition of free dissemination of knowledge for the public benefit is recognized by the University to be of paramount importance, it may be necessary or desirable, under some circumstances, to
restrict disclosure of Confidential Information
received from a sponsor company or to delay Public
Disclosure of an Invention. The University has
developed the following procedures to balance these
competing interests. The University will ordinarily
not agree to maintain University-generated research
results as trade secrets.

(1) **Guidelines Regarding Public Disclosure of Inventions** - Internal disclosure of an Invention to the CVIP or Vice Chancellor for Research will not interfere with the ability to patent the Invention. However, Public Disclosure of an Invention prior to filing for a patent application (even one day before) will preclude the availability of patent protection in most countries. This rule applies to any non-confidential written or oral disclosure that describes the Invention (e.g., at a scientific meeting, in a journal, or even in an informal discussion with colleagues).

Accordingly, the University strongly encourages Covered Individuals to disclose Inventions to the CVIP as soon as possible, and to delay Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The CVIP and Vice Chancellor for Research will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The CVIP and Vice Chancellor for Research will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.

During this interim period, an Invention may be safely disclosed outside of the University under the protection of a Confidential Disclosure Agreement ("CDA"), because disclosures made under an appropriate CDA are not considered Public Disclosures. The University therefore recommends that all Covered Individuals use the University-form CDA whenever they disclose information relating to an Invention while the Invention is under evaluation by the University, and the University strongly recommends use of the University-form CDA and consultation with the CVIP if a Covered Individual wishes to disclose an Invention to an Outside Researcher associated with a company or other for-profit organization, or directly to such an organization. The CVIP will make available appropriate forms of CDA. Faculty members have authority to sign the University-form CDA on behalf of the University when they will disclose information (but will not receive information), provided they send a fully signed original of the CDA to the CVIP as soon as possible. Alternatively, CVIP representatives are authorized to approve and sign CDAs on behalf of the University.
Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the University will proceed with commercialization of that Invention.

In the case of an Invention or Copyrightable Work that arises in the course of sponsored research or a grant, or which is subject to a materials transfer agreement (MTA), confidential disclosure agreement, or other contractual restriction affecting Public Disclosure, any restrictions on Public Disclosure will be governed by the terms of the grant or agreement with the other party, as approved by the University. If such restrictions would prevent or delay the publication of a student thesis or dissertation, then the student must agree to such restrictions in writing.

Receiving Confidential Information from Outside Researchers - If a Covered Individual receives Confidential Information from an Outside Researcher or organization (non-profit or commercial) in relation to research performed by the Covered Individual at the University, the other organization or researcher may impose serious non-disclosure and non-use obligations on the Confidential Information and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Confidential Information. For this reason, only CVIP representatives are authorized to approve and sign CDAs from other researchers or organizations on behalf of the University. The CVIP will make available a University-form CDA for receipt of Confidential Information, although the organization disclosing the Confidential Information will usually require use of its own form of CDA.

When Confidential Information is received by a Covered Individual in the course of sponsored research, the treatment of such Confidential Information will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any CDA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

f) Administrative Procedures - Sponsored Research with Commercial Organizations

The Vice Chancellor for Research in consultation with the CVIP shall have responsibility for negotiating, executing, and administering funded
research agreements between the University and commercial organizations, in accordance with the University policies on sponsored research. The Vice Chancellor for Research may delegate all or some of these responsibilities to the CVIP. CVIP approval is required for any terms of such agreements that affect rights to Intellectual Property (e.g., option rights, license rights, or assignment of ownership). If any restrictions in a funded research agreement (such as publication delays) would apply to research performed by students, the affected students must agree to such restrictions in writing.

**g) Commercialization of University-Owned Intellectual Property**

The CVIP in consultation with the Vice Chancellor for Research shall have responsibility for commercial development and administration of all University-owned Intellectual Property. This commercial development will ordinarily occur through licensing of Inventions, Copyrightable Works, or Materials to a company. If the CVIP is successful in its commercialization efforts, the inventor or creator will share in the economic rewards, as will the department and campus.

(1) **Distribution of Non-Equity Revenue Derived from Commercialization** - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:

(a) The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

(b) The remaining net income will be distributed as follows:

- Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
- Thirty percent (30%) to the inventor or creator
- Fifteen percent (15%) to the department or program of the inventor or creator
- Forty percent (40%) to the campus of the inventor or creator

In the case of multiple inventors or creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the inventors or creators within such departments or programs.
(2) **Acceptance of Equity** - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, the Vice President for Economic Development, and the University Treasurer. If the University receives equity in connection with the commercialization of Intellectual Property, such equity will be held on behalf of the University by the University of Massachusetts Foundation, Inc., and will be treated as follows:

(a) Fifteen percent (15%) of the total equity will be held for the account of the CVIP until liquidation.

(b) Forty-five percent (45%) of the total equity will be held for the account of the department or program of the inventor or creator, or such other account as may be designated by the Chancellor of the campus, until liquidation.

(c) Forty percent (40%) will be held for the account of the campus until liquidation.

This Policy does not provide for distribution of equity to the inventor or creator of the Intellectual Property because the University will not receive or hold equity on behalf of individuals. The inventor or creator, however, may receive equity directly from a commercial organization, subject to any restrictions contained in the University's Policy on Conflict of Interest Relating to Intellectual Property and Commercial Ventures.

h) **Enforcement**

The Director, the Vice Chancellor for Research, or the President may refer any matter to the appropriate University official for disciplinary or other appropriate action.


i) Appeals; Interpretation of Policy; Exceptions

The Director shall administer this Policy in regular consultation with the Vice Chancellors for Research and the President. The President, upon recommendation of the Vice President for Economic Development and in consultation with the General Counsel, may grant exceptions to the Policy in appropriate cases. The President shall have authority to overrule any decision of a Vice Chancellor or the Director.

Exhibit A to Intellectual Property Policy

UNIVERSITY OF MASSACHUSETTS DARTMOUTH

Participation Agreement

In consideration of the benefits that I receive as a result of my access to University-administered funds and University-funded time, facilities, and equipment, I agree as follows:

1. Acknowledgment. I acknowledge that I have read and understood the Intellectual Property Policy (the "Policy") of the University of Massachusetts (the "University"), a copy of which is attached to this Agreement, and I agree to abide by the terms of such Policy, as amended. I understand that capitalized terms used in this Agreement are defined terms that, if not defined in this Agreement, are defined in the Policy.

2. Disclosure. In accordance with Section 3.c)(1) above of the Policy, I agree to make the following disclosures to the University Office of Commercial Ventures and Intellectual Property ("CVIP") or to the Provost:

(a) I am encouraged to disclose any Inventions, Copyrightable Works (except Exempted Scholarly Works), and commercially valuable Tangible Research Materials that (i) I develop with significant use of University resources or (ii) are the same as, directly related to, or substantially similar to a research project in which I am engaged at the University; however, if I intend to commercialize such Intellectual Property, disclosure is required reasonably before I take any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.

(b) I am required to disclose any Inventions, Copyrightable Works (including Exempted Scholarly Works), and Tangible Research Materials that the University has specifically hired or commissioned me to develop, except as otherwise provided in a written agreement between me and the University; and

(c) I am required to disclose any Inventions, Copyrightable Works (including Exempted Scholarly Works), and Tangible Research Materials that I develop in the course of research funded by a sponsor pursuant to a grant or research agreement that requires such disclosure, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation requiring such disclosure.
I agree to make such disclosures promptly and in reasonable detail on the appropriate University Disclosure Form. In the case of Inventions that I intend to commercialize, I understand that I should make such disclosure reasonably prior to public disclosure of the Invention in order to provide the University with an opportunity to file a patent application.

3. Assignment of Rights. I hereby assign, transfer, and convey to the University all of my right, title, and interest in any Inventions, Copyrightable Works, and Tangible Research Materials for which the University asserts ownership under Section 3.b) of the Policy. I understand that the University does not assert ownership of Exempted Scholarly Works unless such works are specifically commissioned by the University or are subject to a contractual obligation that requires assignment. I further understand the University will ordinarily waive its rights in other Copyrightable Works that the University determines are Scholarly Works. At the request of the University, I agree to execute and deliver promptly a specific assignment to the University of my right, title, and interest to such Intellectual Property, including without limitation any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. I further agree to supply the University with all information and to execute all documents necessary to obtain and maintain patents, copyrights, or other forms of legal protection for such Intellectual Property. I hereby appoint the University as my attorney to execute and deliver such documents on my behalf in the event that I should fail or refuse to fulfill my obligations under this Section within a reasonable period of time.

4. Income-Sharing; Relinquishment. I understand that, in accordance with Section 3.g)(1) of the Policy, I will receive a portion of all royalty income and other non-equity revenue derived from the licensing of Intellectual Property that I assign to the University. I further understand that, in accordance with Section 3.c)(3) of the Policy, if the University decides not to commercialize such Intellectual Property, I will have an opportunity to regain title so that I may pursue commercialization of the Intellectual Property.

5. Administrative Procedures. I understand and agree to abide by the administrative procedures for the transfer of Tangible Research Materials and Confidential Information, as set forth in the Policy.

6. Certification by Principal Investigators. I agree to ensure that each person who is subject to the Policy who participates in research at the University under my supervision as Principal Investigator (excluding clerical and non-technical workers) has signed and delivered a copy of this Agreement in accordance with the Policy. I further agree to ensure that all students under my supervision as Principal Investigator have agreed in writing to any contractual restrictions (such as publication restrictions) that are applicable to their research.

Signature:  
Printed Name:  
Department:  
Date:
ARTICLE IV  
FEDERATION ACTIVITIES  

A. REASSIGNED TIME FOR MEETINGS  
When the Administrators and Representatives of the Faculty Federation meet to discuss items in this Agreement, said representatives (not to exceed seven (7)) attending such a meeting shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.  

B. CLASS SCHEDULE FOR FACULTY FEDERATION REPRESENTATIVES  
When feasible, classes and other duties of Faculty Federation representatives will be scheduled in such a way as to maximize the time available for the performance of the representative's duties.  

C. LIMITS ON FACULTY FEDERATION ACTIVITIES  
Except as specifically provided in this Agreement, no faculty member shall engage in Federation activities during the time the member is scheduled for teaching or other scheduled University duties.  

D. FEDERATION SERVICE TO THE ACADEMIC COMMUNITY  
Faculty Federation Officers, who are responsible for a share of the partnership in the administration of the Agreement and Executive Board members chairing Federation committees or committees established under the terms of this Agreement, shall have their activities taken into consideration in the evaluation procedures as "University Service".  

E. FACULTY FEDERATION PRESIDENT  
The President of the Faculty Federation shall have a teaching load of not more than eight (8) units per year and shall be given scheduling preference in regard to days and times of courses in order to properly execute duties as a faculty member and responsibilities as President of the Faculty Federation. The Chancellor shall determine the teaching load of the President of the Faculty Federation.
ARTICLE V
GOVERNANCE & PARTICIPATION IN DECISION MAKING

A. SELECTION OF DEPARTMENT CHAIRPERSON OR DIVISION HEAD

The term of office for Department Chairpersons and Division Heads shall be four (4) years.

1. Department Chairpersons (or the Program Chairperson in SMAST) will be selected as follows:

   a) On or before April 15 of the last year of the present Chairperson’s term of office, the College Dean shall call for a secret ballot vote of the members of the department to nominate a tenured faculty member of the department for Department Chairperson. The election shall be conducted by the appropriate College Academic Council. The candidate receiving the largest number of votes cast will be the nominee. The Chairperson of the College Academic Council will submit this name to the College Dean. In the event of a tie after two votes, the College Dean, in consultation with the department’s faculty, will appoint an interim chairperson for one year. The term of office shall commence on June 1.

   b) Tenured faculty shall be eligible for office and, in cases of small departments (four or fewer tenured/tenure-track faculty, non-tenured faculty shall be eligible to serve.

   c) All faculty members as defined in the definitions clause (Art. I. B. 8.) and professional technicians shall be eligible to vote in the election for Department Chairperson.

2. Library Division Heads will be selected as follows:

   a) On or before April 15 of the last year of the present Division Head’s term of office, the Library Dean shall call for a secret ballot vote of the members of the division to nominate a full-time librarian of the division for Division Head. The election shall be conducted by the affected division. The candidate receiving the largest number of votes cast shall be elected. In the event of a tie after two votes, the Dean of the Library, in consultation with the library division, will appoint an interim chairperson for one year. The term of office shall commence on June 1.

   b) All full-time members of the division holding the rank of Library Assistant, Assistant Librarian, Associate Librarian, Librarian or Professional Technician shall be eligible to vote in the election for Division Head.

3. Recall by vote of the department. The procedures for recalling a Chairperson are as follows:

   a) The filing with the College Dean of a petition to recall signed by a minimum of thirty (30%) percent
of the tenure-track faculty and professional technicians of the department.

b) Upon receipt of a petition to recall, the College Dean will notify the appropriate College Academic Council to give fourteen (14) days written notice to all tenure-track faculty and professional technicians of the department setting forth the time, the date and the place where the recall election by secret ballot will be held.

c) A two-thirds (2/3) vote of all the tenure-track members of the department shall be required to recommend to the Chancellor that a vacancy be declared to exist in the office of Department Chairperson. Upon certification of the election results by the College Academic Council, the College Dean and the Provost, the Chancellor shall notify the appropriate College Academic Council to call for a new election under the procedures delineated in this Article.

4. The Provost may, after consultation with the appropriate College Dean, declare a vacancy to exist. The Provost shall make known to the department in writing the reasons for this action.

5. In the event that the Department Chairperson chooses not to carry out the duties of the office or cannot carry out said duties, an Acting Chairperson shall carry out the duties. The Acting Chairperson shall be appointed by agreement between the Department Chairperson and the College Dean, for absences by the regular Chairperson of three (3) months or less. For absences longer than three months, an Acting Chairperson shall be elected by the department following the same procedures as for election of a regular Chairperson.

B. DEPARTMENTAL COMMITTEES

1. Faculty Evaluation Committee

Each department shall establish a Standing Committee for faculty evaluation. The Department Chairperson shall be the non-voting Chairperson of the Faculty Evaluation Committee. This committee shall be responsible for annual faculty evaluations, recommendations on contract renewals and recommendations on promotions. The Faculty Evaluation Committee shall report its recommendations in writing to the Department Chairperson.

The number of members, term of office and election procedure shall be decided by a majority vote of the tenure-track faculty members of the department, provided that there is a minimum of four (4) tenured faculty members on the committee inclusive of the Chairperson. One (1) non-tenured faculty member, who has at least three (3) years of service in the department, may serve on this committee. Where there are not four (4) persons eligible, tenured persons from other departments within the Academic Council shall be elected by all tenure-track members of the department. There shall be at least four (4) members of this committee inclusive of the Chairperson. For purposes of contract renewal and promotion, all tenured
faculty members of a department shall be members of the Department Faculty Evaluation Committee.

2. Curriculum Committee. See Article V. E.1. and Article V. E. 2


5. Other committees to deal with matters other than faculty evaluation may be established by vote of the full-time members of the department.

C. COMPOSITION OF COLLEGES

1. Departmental Composition

The five colleges and the school that make up the University shall consist of the following departments respectively:

The College of Arts and Sciences shall include the Departments of Biology, Chemistry And Biochemistry, Economics, Education, English, Foreign Languages And Literature, History, Mathematics, Medical Laboratory Science, Philosophy, Political Science, Portuguese, Psychology, and Sociology And Anthropology. The College of Arts and Sciences shall also include the Women's Studies Program, Labor Education, and African/African American Studies.

The Charlton College of Business shall include the Departments of Accounting And Finance, Management, and Marketing/Business Information Systems.

The College of Engineering shall include the Departments of Civil And Environmental Engineering, Computer And Information Science, Electrical And Computer Engineering, Mechanical Engineering, Physics, and Textile Sciences.

The College of Nursing shall include the Departments of Community Nursing and Adult And Child Nursing.

The College of Visual and Performing Arts shall include the Departments of Art Education, Art History, Design, Fine Arts, Music, and Artisanry.

The School of Marine Science and Technology shall consist of the academic programs housed in the School and operated through the office of Program Chairperson of SMAST.

2. College Academic Council Composition

The five Colleges shall include the following College Academic Councils, respectively:

The College of Arts and Sciences shall include the Humanities Academic Council, the Science Academic Council and the Social Science Academic Council.
The Charlton College of Business shall include the Business College Academic Council.
The College of Engineering shall include the Engineering College Academic Council.
The College of Nursing shall include the Nursing College Academic Council.
The College of Visual and Performing Arts shall include the Visual and Performing Arts College Academic Council.

D. COLLEGE ACADEMIC COUNCILS

1. Eight (8) College Academic Councils shall be established, one (1) each for the College of Business, Engineering, Visual and Performing Arts and Nursing and one (1) for SMAST, and three (3) within the College of Arts and Sciences, one (1) each in the Humanities, Social Sciences, and the Physical and Biological Sciences. Each Council shall have two (2) representatives from each department, with one (1) elected each year. The SMAST Academic Council shall have one (1) faculty member from the Science Council (with joint appointment in SMAST) elected by members of the Science Academic Council, one (1) faculty member from the Engineering Council (with joint appointments in SMAST) elected by members of the Engineering Academic Council, and three (3) representatives with primary appointments in SMAST elected by faculty holding primary appointments in SMAST. These latter three representatives shall be voting members of the SMAST Academic Council but will not participate in personnel actions at any other level. The term of office shall be for two (2) years.

At the call of the College Dean or SMAST Director on or before April 15, each department will hold a secret ballot election among its tenure-track faculty to elect one (1) of its tenured members or one (1) of its non-tenured faculty members with four (4) or more years of service (or the corresponding position in the SMAST Academic Council) to the appropriate College Academic Council. The name of the departmental representative will be forwarded in writing to the Dean of the College.

2. Notwithstanding the composition of the colleges, the College Academic Councils will consist of two (2) members from each department as follows:

**Humanities Council**
- English
- Foreign Literature and Languages
- History
- Philosophy
- Portuguese

**Social Sciences Council**
- Economics
- Education
- Political Science
- Psychology
- Sociology and Anthropology
Engineering Council
Civil and Environmental Engineering
Computer and Information Science
Electrical and Computer Engineering
Mechanical Engineering
Physics
Textile Sciences

Visual and Performing Arts Council
Art Education
Art History
Artisanry
Design
Fine Arts
Music

Business Council
Accounting and Finance
Management
Marketing/Business Information Systems

Science Council
Biology
Chemistry and Biochemistry
Mathematics
Medical Laboratory Science

Nursing Council
Community Nursing
Adult and Child Nursing

SMAST Council
SMAST Program
Representatives for personnel matters as defined in Article V. D. 1

3. Each College Academic Council shall establish a permanent committee of the whole on faculty evaluation and other committees as recommended by the Council Chairperson and approved by a majority vote of the Council members. Each Council Chairperson shall be elected by a majority vote of the members of the Council.

4. A copy of the final report of the Council shall be sent to the College Dean, the Department Chairperson and the President of the Faculty Federation. Each Faculty member considered by the Council for a personnel action shall receive a copy of that portion of the report pertaining to that faculty member.

E. CURRICULUM COMMITTEES

1. Curriculum Committees - General

   a) Curriculum Committees shall be established to review and make recommendations regarding all curriculum changes involving courses or programs offered under the auspices of UMass Dartmouth if credits earned in those courses or programs can be applied to an academic degree granted through a department or college of the University.

   b) In this article "curriculum changes" refers to new courses, new programs of courses, discontinuing of
existing courses and programs and substantial changes in either title or content of existing courses.

c) These committees shall include Departmental Curriculum Committees, College Curriculum Committees, and a University Curriculum Committee.

d) The Department, College, and University Curriculum Committees shall base their review and recommendations on educational standards and the availability and qualifications of faculty and the budgetary resources as determined by the appropriate Dean.

e) Copies of the recommendations of the Department, College, and University Curriculum Committees shall be sent to (1) the Chancellor, (2) the Provost and all Deans, (3) all Department Chairpersons to be forwarded to the Department Curriculum Committees and (4) the President of the Faculty Federation for information. It shall be the responsibility of the Chairpersons of the Department, College and University Curriculum Committees to distribute copies of the recommendations of their respective committees within seven (7) days from the date of their adoption.

f) When a Department, Dean, or Curriculum Committee deems that a proposed curriculum change impinges on its academic area or involves possible allocations of resources, a conference may be requested before the appropriate Curriculum Committee. (The appropriate committee is the College Curriculum Committee for conferences requested by a Department or Dean within the same college; and the University Curriculum Committee for conferences requested on matters pertaining to more than one (1) college.)

g) Copies of Curriculum Committee recommendations in regard to proposed curriculum changes that involve either graduate level courses or programs shall be sent by the Curriculum Committee Chairpersons within seven (7) days from the date of the adoption of the recommendation to the Graduate Council for its information.

h) A suggested credit course which does not fall within an established department but within the general subject area of a college must be approved by the College Curriculum Committee. If the subject of a suggested credit course is university-wide in scope, it must be approved by the University Curriculum Committee. The department(s) close to the subject area shall be the sponsoring department(s) and shall carry out the departmental provisions of this Article.

2. Departmental Curriculum Committee

Each department shall establish a Departmental Curriculum Committee of a size to be determined by vote in each department. The committee shall consist of approximately equal representation from the faculty of the department
and the students majoring in the department, with a
faculty member serving as Chairperson. Departments with
distinct options may establish such a committee for each
option.

This committee shall make recommendations to the
department or SMAST program for curriculum changes within
the department, and upon departmental approval, submit
them to the Dean of the College/or SMAST Director. When
the proposed curriculum changes involve another department
or college, the Dean/or SMAST Director will forward the
proposals to either the College or University Curriculum
Committee, as appropriate, for its recommendation.

In the College of Nursing, there shall be a single College
Curriculum Committee. This committee shall make
recommendations to the full faculty for curriculum changes
within the college, and upon college approval, submit them
to the Dean of the College.

In the School of Marine Science and Technology, there
shall be a single School Curriculum Committee. This
committee shall make recommendations to the full faculty
for curriculum changes within the school, and upon school
approval, submit them to the Director of SMAST.

3. College Curriculum Committee

This committee shall consist of a faculty member and a
student majoring within the department elected from each
department. The committee shall elect its own
Chairperson, who shall be a faculty member.

This committee shall make its recommendations to the Dean
of the College on all proposed curriculum changes which
involve two (2) or more departments within the college.
The College Curriculum Committee shall be the Hearing
Committee when there is a disagreement between two
departments, one which requires a course for its majors in
another department and the other which provides that
course. The recommendation of the committee on a
resolution of the disagreement shall be sent to the Dean
of the College for action within thirty (30) days. A copy
of the recommendation shall be sent to the Provost.
This committee shall periodically review and make
recommendations regarding distribution requirements within
the college.

The College Curriculum Committee shall recommend the
requirements for earned degrees granted within the college
including minimum requirements for majors, minors and
special options in a field. Such recommendations shall be
forwarded to the Dean of the College for action then to
the Provost, then to the Chancellor. The recommendations
shall take effect upon approval of the Chancellor.

This committee shall serve as an Appeals Committee if the
recommendations of the Dean of the College and a
Departmental Curriculum Committee should differ.
All motions on curriculum shall be passed at one (1)
meeting by a vote of the majority of the actual membership
of the committee, or by a simple majority of those
attending the meeting at two (2) consecutive meetings for
which adequate notice is given for the meeting and of the
agenda.

4. University Curriculum Committee

This committee shall consist of two (2) faculty members
elected from departments within each of the College
Academic Councils, one (1) librarian, elected by the
librarians, and one (1) student elected from a department
within each College Academic Council. The term of service
for bargaining unit members shall be two (2) years with
the terms staggered for the two (2) faculty members
elected by the same College Academic Council. The
committee shall elect its own Chairperson who shall be a
faculty member.

This committee shall make recommendations to the Provost
for action on all new courses or programs which involve
the faculty of two (2) or more Colleges, or courses
required for students outside the college in which the
course is being offered. The committee shall also make
recommendations on new programs or courses falling outside
one of the established Colleges, or where the location of
the new course or program is itself a matter of debate.
Additionally, the committee shall also make
recommendations on all new degree programs being
recommended by any of the Colleges.

The University Curriculum Committee shall be the Hearing
Committee when there is disagreement between departments
of two (2) Colleges, one (1) of which requires a course
for its majors in another department and the other which
provides that course. The recommendation of the committee
on a resolution of the disagreement shall be sent to the
Provost for action within thirty (30) days. A copy of the
recommendation shall be sent to the Chancellor. The
recommendation shall take effect upon approval of the
Chancellor.

This committee shall serve as an Appeals Committee if the
recommendations of the Dean of the College and the College
Curriculum Committee should differ.

The University Curriculum Committee shall consider the
establishment or discontinuance of all Graduate Programs
proposed at the University.

5. Committee on Standards and Evaluation

This committee shall make recommendations on standards for
appointment, reappointment, promotion and tenure for
faculty members. It shall consist of two faculty members
from the departments within each of the College Academic
Councils. The committee shall elect its own Chairperson.
Recommendations of this committee shall be taken under
advisement by the Chancellor of the University and the
Faculty Federation.
F. SEARCH/ADVISORY COMMITTEES ON SELECTION OF COLLEGE DEANS, VICE CHANCELLORS and CHANCELLOR

1. Chancellor, Vice Chancellor, and Provost

When a search is authorized to fill a vacancy in the Office of the Chancellor, Provost, or the Vice Chancellors, there shall be established a Representative Advisory Committee, which shall include members of the bargaining unit.

2. Deans of Colleges

In the event of a vacancy of a Deanship within a college, a nine (9) person Screening Committee shall be established for the nominations of candidate(s) to fill the vacancy. The committee shall be composed of three (3) faculty to be elected from the college by the full-time members of the college in such a way that there will not be two (2) faculty from the same department except where there are only two (2) departments in the college; in that case, each department shall have at least one (1) representative, and in the case of the College of Arts and Sciences, one (1) faculty member shall be elected from departments within each of the three (3) Academic Council Areas; three (3) individuals appointed by the Chancellor; and three (3) students from within the college appointed by the Student Senate in such a way that there will not be two (2) students from the same department except where there are only two (2) departments in the college. (In that case, each department shall have at least one (1) representative.)

3. Dean of Library Services

In the event of a vacancy in the office of Dean of Library Services, a nine (9) person Screening Committee shall be established for the nomination of candidate(s) to fill the vacancy. The committee shall be composed of two (2) faculty appointed by the President of the Faculty Federation, three (3) librarians elected by the librarians, two (2) individuals appointed by the Chancellor and two (2) students appointed by the Student Senate.

G. OTHER COMMITTEES

All committees shall elect their own chair.

1. Budget Review Board

The Budget Review Board consisting of the Vice Chancellor for Fiscal Affairs as Chairperson, three (3) administrators appointed by the Chancellor of the University, three (3) faculty members of the bargaining unit appointed by the President of the Faculty Federation, the Chairperson of the Educational Services Unit or a designee, and three (3) students appointed by the President of the Student Senate, shall serve as an advisory body to the Chancellor on financial matters relating to the current budget and on the preparation of future budgets.
All members of the Budget Review Board shall serve in an advisory capacity to the Chancellor on all financial matters.

The faculty members of the bargaining unit representatives will report on the final budget recommendations to the Federation prior to the approval of the recommendations by the Board of Trustees.

The Budget Review Board will submit a report on expenditures at the end of each fiscal year.

This Board shall be appointed before June 30 of the year in order to begin its duties on July 1.

2. Departmental Safety Committee

There shall be established a Safety Committee or Safety Officer in each Academic Department of the University. A Departmental Safety Committee shall include a Professional Technician in its membership if one is allocated to that department.

3. Honors Committee/Honors Program

a) The Honors Program shall be administered by the Honors Committee and the Director of the Honors Program. The Honors Committee shall consist of eight (8) members representing each of the Academic Councils elected by the faculty members of the departments in the councils and one (1) librarian elected by the librarians, who shall serve staggered two year terms, the Provost, one professional staff person from Student Affairs and seven (7) students appointed by the Director of the Honors Program. The committee shall advise the Director in fostering development and overseeing all aspects of the University's Honors Program.

b) The Honors Committee shall solicit applications from the faculty for the position of Director of the Honors Program, review the applications, and make a recommendation to the Provost. The Provost shall appoint an individual to serve as Director from the list of those recommended by the Honors Committee. The Director of the Honors Program shall serve a three (3) year renewable term and shall have a maximum teaching load equivalent to that of Department Chairpersons.

4. General Education Committee

a) There shall be a General Education Committee which shall regularly review and be responsible for making recommendations on the University's general education requirements for undergraduate degrees. The committee's recommendations shall include the establishment, maintenance and periodic updating of lists of designated courses that satisfy each of the categories of General Education requirements. Courses shall be considered by the General Education Committee only upon endorsement by Department Chairs or Program Directors. To be included on a list of courses that satisfy a General Education
Requirement, a course must meet the standards approved by the Faculty Senate for the category. Lists of designated courses shall be recommended by the General Education Committee. Recommendations of designated lists shall be updated in response to new course proposals offered by departments or programs. The list shall be reviewed in a regular time frame.

b) The committee shall be composed of fourteen (14) members, two (2) from each Academic Council except the SMAST Academic Council elected by the faculty in that Academic Council. No member of the University Curriculum Committee may serve on the General Education Committee. No member of a College Curriculum Committee may serve on the General Education Committee. The committee shall elect its own Chairperson.

5. Committee for Women

The Chancellor shall establish a committee that shall identify concerns and issues of special interest to women, coordinate efforts to improve the campus for women, target relevant specific issues to be addressed and monitor their progress. The Federation shall select one (1) representative from each academic council, one (1) from the librarians, and one (1) from the professional technicians. The term of service for faculty members, the librarian, and the professional technician shall be a staggered three (3) year-term.

6. The Graduate Council

The council shall consist of the directors of each graduate program at the university or the director's designee and two (2) graduate students selected at large by the council. The Dean of the Graduate School or designee shall serve as Chairperson. The council shall make recommendations to the Dean of the Graduate School. The council shall meet at least twice per semester.

7. Affirmative Action Committee

Members representing the bargaining unit shall be appointed by the Federation in the following way: (1) eight faculty members, one from each Academic council and one from SMAST; (2) one librarian; (3) one professional technician. The term of service for faculty members, the librarian, and the professional technician shall be three (3) years.

8. Institutional Review Board (IRB)

An IRB is established for the purpose of protecting the rights of human subjects. It shall be composed of nine (9) members as follows: four (4) designated by the Faculty Senate and five (5) designated by the Chancellor. Of these five (5), one must not be affiliated with the University of Massachusetts. There must always be one such member.
The terms of the nine (9) members are to be staggered so that no more than 3 terms terminate concurrently. Each member is to have a renewable 3-year term. The IRB shall operate in a manner consistent with the requirements of the NIH (National Institutes of Health) and the NSF (National Science Foundation).


10. Grievance Hearing Committee. See Article XVII. C.3.

11. Conflicts Committee. See Article VIII. N. 1.e) and Article VIII. N. 2. b).

12. eLearning Committee. See Article VIII. E. 6.d (1).

13. Professional Leave Committee. See Article XIV. J.

14. Librarian Evaluation Committee. See Article XIII. B.

H. FACULTY SENATE

PREAMBLE

There shall be a Faculty Senate. Wherever any of the provisions, recommendations or actions of the Faculty Senate are in conflict with the Board of Trustees/Faculty Federation Agreement, the provisions of this Agreement shall prevail.

1. Role

a) This organization shall be known as the Faculty Senate of the University of Massachusetts Dartmouth.

b) The Faculty Senate shall be concerned with academic matters and matters relating to the intellectual life of the University, including:

(1) Standards and policies for the admission of students, including transfer students.

(2) Standards and policies for the granting of honorary degrees and honors awards for students.

(3) Policy for minimum residence requirements for awarding a University of Massachusetts Dartmouth degree in a major field.

(4) Standards for grading and academic regulations.

(5) Policies affecting student activities and cultural affairs (with student consultation).

(6) Policies governing University Research.

(7) Policies governing the Library.

(8) Policies governing computer usage.
(9) Assumption by the University of research or service obligations to private or public agencies.

(10) Expression of faculty opinion on matters brought to it under Section 2. b) (1) as reported by the University Standing Committees.

2. Constitution

a) For the purposes of this organization, a member of the faculty shall be defined as any full-time member of the teaching or research staff of the University of Massachusetts Dartmouth holding a faculty rank as defined in Article I. B.

b) Composition of the Senate

(1) The Senate shall consist of fifty-three (53) voting members as follows:

(a) Three (3) persons from each of the academic councils (College of Visual and Performing Arts, Business and Industry, Engineering, Humanities, Nursing, Science, Social Sciences and one (1) from SMAST). The representative of each council shall be elected by the faculty members of that council. One (1) professional librarian shall be elected by the professional librarians and one (1) professional technician shall be elected by the professional technicians.

(b) Twenty-nine (29) members-at-large taken from the university as a whole. Any full time tenure-track faculty member, professional librarian, or professional technician may be elected to the Faculty Senate by a vote of the entire faculty, professional librarians, and professional technicians.

(2) All Senators shall be elected for three-year (3) terms, except when elected to fill unexpired terms. The candidates receiving the largest plurality shall be elected.

(3) In the event that an election does not result in filling the vacancies, the President of the Faculty Senate, with the advice and consent of the Steering Committee, shall appoint members from eligible faculty.

c) Members will begin serving their terms at the last regularly scheduled meeting of the academic year of their election. The officers and Steering Committee shall be elected at that meeting.

d) Any member of the faculty shall have the right to attend meetings of the Senate (but without right to vote or make motions) and to address the Senate on a matter of interest at the appropriate time at any
duly constituted meeting when recognized by the
presiding officer.

e) The Senate may invite whomever it desires to attend
meetings and address the assembly.

f) Faculty Senate Officers and Duties

(1) The President of the Faculty Senate shall be
elected annually by the members of the Senate
from among its members. Every effort shall be
made to adjust the schedule of the President
of the Faculty Senate for the execution of all
duties as a faculty member and
responsibilities to the Faculty Senate.
Duties of the President shall be:

(a) To preside at meetings of the Senate.

(b) To call special meetings of the Senate
on personal initiative or at the
petition of the faculty or Steering
Committee.

(c) To preside at meetings of the Steering
Committee.

(d) To serve ex officio on all Senate
Committees.

(2) The Secretary of the Faculty Senate shall be
elected annually by the members of the Senate
from among the members of the Steering
Committee. Duties shall be:

(a) To keep the official rolls of the
membership of the Senate and the faculty.

(b) To prepare and publish minutes of all
Senate meetings.

(c) To receive reports from all committees of
the Senate to be filed as part of the
permanent records of the Senate.

(d) To perform such other duties as may be
prescribed by the By-laws or by the
Steering Committee.

(3) The Steering Committee shall consist of the
President of the Faculty Senate and eight (8)
other members elected annually by and from the
members of the Senate. One member of the
Steering Committee shall be represented from
each of the Business, Engineering, Humanities,
Nursing, Science, Social Sciences, and Visual
& Performing Arts councils, and one librarian.
The Steering Committee shall meet regularly at
least once a month and meet at the call of the
President. On petition of any three (3) of
its members, the President must call a meeting
within five (5) working days. Its duties shall
be:
(a) To prepare the agenda for regular meetings of the Senate.

(b) To submit to the President of the Senate for consideration a list of nominees for membership on University Standing Committees except the College and University Curriculum Committees and the General Education Committee. The President shall appoint the faculty members of each Standing Committee. Any member of the faculty may be appointed to these committees. There shall be student representation on University Standing Committees. Student representatives shall be designated by the appropriate student government.

(c) To appoint all ad hoc Senate Committees and their chairpersons. Any member of the faculty may be appointed to these committees.

(d) To serve as the Faculty Senate's sole channel of communication with the Chancellor.

(g) Meetings

(1) The Senate shall meet regularly once each month during the academic year.

(2) Special meetings may be requested through the President of the Faculty Senate. The President must call a special meeting not more than fourteen (14) days after written petition to the President of the Senate by a majority of the members of the Steering Committee or ten (10%) percent of the faculty. Members of the Senate shall receive at least five (5) days notice of a special meeting. Special meetings held in an emergency with less than five (5) days notice may transact business only on a vote receiving an absolute majority of the Faculty Senate.

(3) A quorum for the transaction of any business shall be the presence of half of the members.

(h) Standing Committees

(1) The Standing Committees of the University of Massachusetts Dartmouth are:

(a) Admissions Committee
(b) Computer Users Committee
(c) Cultural Affairs Committee
(d) Academic Ethical Standards Committee
(e) Library Committee. Two librarians shall be appointed to this committee.
(f) Research Committee
(g) Student Activities Committee
(h) Student-Faculty Academic Affairs Committee
(i) Student Financial Aid Committee
(j) College and University Curriculum Committees (See Article V.E.1,2,3 and 4)  
(k) General Education Committee  
(l) Honorary Degree Committee  
(m) Commencement Committee  
(n) The Academic Planning Committee  
(o) Institutional Review Board (IRB)  

(2) The Senate, after receiving the advice of the Steering Committee, shall determine the number of faculty members, graduate student members, and undergraduate student members on each committee except j and k above.  

(3) Each committee shall establish its rules of procedure and shall elect its officers. The Cultural Affairs Committee shall elect a Chairperson and a Vice-Chairperson or Co-Chairpersons, one of whom shall be a faculty member and the other a student. Requests for expenditures of funds must be signed by both the Chairperson and the Vice-Chairperson (or Co-Chairpersons) to certify committee approval in addition to any other signatures required for processing the request.  

(4) Procedures for Faculty Senate Recommendations  

(a) An item of concern may be brought to the attention of the Faculty Senate through the President of the Senate or its Steering Committee. Items may be raised during the course of regular Senate meetings.  

(b) In all cases where there exists an appropriate University Standing Committee, the items shall be sent to it by the Senate President upon receipt of the item. Where no such Standing Committee exists and where the item falls within the scope of the Faculty Senate, the Steering Committee itself shall take the item under consideration. No recommendation shall be considered by a Standing Committee or the Senate Steering Committee which is in violation of any provision of this Agreement. The Steering Committee shall indicate a date for reporting the item out of committee. In no case shall this time exceed the third subsequent regular meeting of the Faculty Senate. All Standing Committees, including the Steering Committee, shall be urged to hold open hearings as part of their procedure for considering items referred to said committees.  

(c) Following due consideration of the item, the Senate Steering Committee shall be notified of any resolution to be placed on the agenda of a future Senate meeting.
(d) The Steering Committee shall, at the same time, forward the resolution to the Provost with an expected date of consideration of the item before the full Senate.

(e) The Provost shall forward the resolution and expected date of Senate action to the Council of Academic Deans for their review and recommendations. The Council of Academic Deans shall make their recommendations to the Provost. These recommendations and the Provost's recommendation shall be forwarded to the Chancellor.

(f) Following final Senate action on the item, the Steering Committee shall send copies of the Senate recommendation together with the recommendation of the University Standing Committee (or Senate Steering Committee) to the Chancellor for a decision.

(g) Where a recommendation for action by the Faculty Senate involves powers previously delegated by the Board of Trustees to the Chancellor, the Chancellor shall so indicate to the President of the Faculty Senate as part of the stated reaction to the recommendation of the Faculty Senate. The Chancellor shall further state either agreement with the resolution of the Faculty Senate and, therefore, an intention to implement the Senate's recommendation or disagreement with the recommendation of the Senate. In those cases where the Chancellor disagrees with the recommendation of the Senate, the Senate shall reconsider its recommendation and either develop an alternate recommendation or reaffirm its original recommendation by a two-thirds (2/3) vote of the Senate membership. An alternate recommendation developed by this procedure shall be processed by the Chancellor as would an initial recommendation received from the Faculty Senate. The Chancellor shall notify the President of the Faculty Senate of intended action within thirty (30) days of receipt of a Senate recommendation.

(h) Where a recommendation for action by the Faculty Senate involves powers maintained internal to the Board of Trustees, or previously delegated by the Board of Trustees to the President, the Chancellor shall so indicate to the President of the Faculty Senate as part of the stated reaction to the recommendation of the Faculty Senate. The Chancellor shall further state either an agreement with the recommendation of the Faculty Senate
and, therefore, intention to recommend
that the President or Board of Trustees
adopt the Senate's recommendation or
disagreement with the recommendation of
the Senate. In those cases where the
Chancellor disagrees with the
recommendation of the Senate, the Senate
shall reconsider its recommendation and
either develop an alternate
recommendation or reaffirm its original
recommendation by a two-thirds vote of
the Senate membership. The Chancellor
shall present the Senate's reaffirmed
recommendation along with the
Chancellor's own comments to the
President of the University and/or to the
Board of Trustees. In either case, the
Chancellor shall notify the President of
the Faculty Senate of intended action
within thirty (30) days of receipt of the
Senate recommendation.

(i) In either instance, with reference to
items (g) and (h), where the Chancellor
disagrees with a Senate recommendation,
the Chancellor may propose an alternative
and require that the Senate consult with
individuals of the Chancellor's choice
prior to conducting the vote on
reaffirmation.
ARTICLE VI
INITIAL APPOINTMENTS

A. INITIAL APPOINTMENTS AND CONTRACTS

1. Initial appointments for a faculty member to a position covered by the bargaining unit may be at any rank, subject to the minimum salaries set forth in Article XI.

2. The Chairperson of each department on or before December 1 of the academic year will forward to the appropriate College Dean the full-time and part-time faculty requirements and the number of course sections to be offered for the following academic year. The College Dean will review each departmental request, confer with the Chairperson, and submit a recommendation by January 1 to the Provost for review and recommendation to the Chancellor by February 1. A copy of the College Dean's recommendation shall be sent to the Department Chairperson. The Provost after consultation with the Chancellor shall make known the decision to the College Dean for transmittal to the Department Chairperson as soon as a decision can be made given definite knowledge of available funds for the following fiscal year. In the School for Marine Science and Technology, the Director will forward requirements to the Provost. The Provost, after consultation with the Chancellor, shall make known the decision to the Director as soon as a decision can be made given definite knowledge of available funds for the following fiscal year.

3. Recommendation for hiring of new faculty shall be made by the Chairperson of the appropriate department, after consultation with the department faculty and after receipt of the recommendation from the Chair of the appropriate Search Committee. The department Chairperson shall forward a recommendation along with the recommendation of the Search Committee to the College Dean.

4. The principle of flexibility should govern the development of initial contracts to positions in the bargaining unit. The following will serve as guidelines:

   a) Each appointment to an academic position shall be made by the Chancellor. Initial tenure-track appointments shall normally be for a period of two years. The second year of such appointments may be contingent on the completion of the doctorate or other terminal degree by March 1 of the first year. The precise terms and conditions of each appointment including whether the appointee shall have tenure credit of not more than three (3) years towards tenure shall be set forth in writing and sent to the appointee before the effective date of appointment. Included shall be a statement detailing the specific requirements of the position and in what dimensions performance will be evaluated and the procedures of evaluation. This statement will be prepared by the Department Chairperson in concert with the Department Committee on Faculty Evaluation and approved by the College Dean, the Provost and the Chancellor. The precise terms of the individual's employment shall be made available to all persons and groups under this Agreement who shall be
involved in the evaluation of said individual for
the purpose of renewal, non-renewal, promotion,
salary increases and tenure. The conditions of a
contract of employment covered by the bargaining
unit shall not be contrary to any provisions of this
Agreement. A copy of the current Trustees/Faculty
Federation Agreement shall be sent to the appointee
together with the offer of appointment. A copy of
the precise terms of each appointment shall be sent
to the Faculty Federation.

b) Unless otherwise specified by the Board of Trustees
in the applicable appointment resolution, each
appointment to an academic position in the
University shall be without tenure and for a
specified time.

c) Upon recommendation by the Chancellor, after
consultation with the Chairperson and the tenured
members of the department, the Trustees may appoint
any person to an academic position in the University
with tenure.

d) The appointment of any person holding an academic
position in the University with tenure to another
academic position within this bargaining unit in the
University shall be with tenure in the new position.

e) In the initial appointment, each person who has
taught full-time at another accredited institution
of higher learning may be offered credit toward
tenure, and if hired as an Assistant Professor,
offered credit toward promotion to the next rank up
to a maximum of three (3) years. Service as a full-
time lecturer, or any full-time non-tenure-track
faculty position at the University of Massachusetts
Dartmouth may be counted toward tenure for each year
of teaching up to a maximum of three (3) years and
counted toward promotion to the next rank up to a
maximum of three (3) years. The number of years to
be credited shall be stipulated in the faculty
member's initial contract. Nothing in these rules
on maximum probationary years shall prevent
consideration for tenure at an earlier date.

5. An individual faculty member aspiring to retention on the
UMass Dartmouth Faculty as a tenured member, must, among
other conditions, acquire terminal qualification in the
appropriate field as defined in the Trustees/Faculty
Federation Agreement.

B. MINIMUM REQUIREMENTS FOR APPOINTMENT

1. Instructor

For an appointment as an Instructor, a candidate must have
made substantial progress toward the completion of all
requirements for the terminal degree in his or her field
of academic specialization, or possess equivalent
professional experience that is appropriate to the
position to be filled. The candidate must also give
promise of academic or professional development and
achievement.
2. Assistant Professor

For an appointment as an Assistant Professor, a candidate must possess the appropriate terminal degree, or equivalent professional experience. If the candidate has held a faculty appointment at another college or university, he or she must also have a record of achievement in the field of academic specialization. In addition, the candidate must show promise of continuing professional development and achievement.

3. Associate Professor

For an appointment as an Associate Professor, a candidate must possess the appropriate terminal degree, or equivalent professional experience, and must have had considerable academic or professional experience beyond the level which would warrant an appointment as Assistant Professor; must have a record of achievement sufficient to have gained substantial recognition on and off campus from scholars or professionals in his or her field; and must show promise of continuing professional development and achievement.

4. Professor

For an appointment as a Professor, a candidate must possess the appropriate terminal degree, or equivalent experience; and must have a record of achievement sufficient to have gained substantial recognition on and off campus from scholars and professionals in his or her field; and must show significant potential for continuing professional achievement.

5. Chancellor Professor

For an appointment as a Chancellor Professor, a candidate must have held the rank of Professor or its equivalent for a minimum of ten years and must have gained extraordinary recognition on and off campus from scholars and professionals in his or her field.

C. GENERAL REQUIREMENTS

In making appointments to the ranks of Professor or Associate Professor, an applicant's record of publication of books authored, articles published in scholarly journals, or professional artistic achievements which contribute to the advancement of knowledge in the applicant's field shall be a major consideration in determining eligibility. Success in the art and practice of teaching shall be assumed as a basic requirement for initial and continuing employment in all academic positions.

D. EXCEPTIONS TO REQUIREMENTS

Faculty members may be appointed initially at any rank in keeping with the requirements of this Article, but nothing in these requirements should prevent the initial appointment or the promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria.

Exception to these standards may also be made in emergencies or when no fully qualified candidate meeting all standards is
available for appointment and the good of the University
necessitates the filling of the specific position.

E. "TERMINAL QUALIFICATIONS" IS DEFINED AS FOLLOWS:

1. A doctor's degree from an accredited institution in the
academic discipline to be taught; or

2. In Business Administration the Ph.D. or D.B.A. or other
appropriate doctoral or professional degree or
certification, such as the J.D., the LL.B. and the C.P.A.; or

3. In Visual and Performing Arts (except for appointments in
academic fields such as Art History) the Master of Fine
Arts and/or significant professional work; or other
appropriate professional degrees as determined by the
CVPA; or

4. In Textile Sciences the Ph.D. in a science or engineering
based textile-related discipline; or

5. In Nursing the Ph.D. in Nursing or other appropriate
doctoral degree as determined by the College of Nursing;
or

6. In Medical Laboratory Science the master's degree in an
appropriate specialization; or

7. In creative disciplines within the English Department, an
MFA or equivalent degree as determined by the department;
or

8. For a librarian, the Masters of Library Science, or its
equivalent, from an institution accredited by the American
Library Association; or

9. In the School for Marine Science and Technology, a
doctoral degree in an appropriate field as determined by
the School.

F. SENIORITY/DETERMINATION OF SENIORITY

1. Seniority in the bargaining unit shall be determined by
the date of employment in the bargaining unit. This date
will be determined in the following manner:

a) Where there has been one full-time appointment in
the bargaining unit, the date of employment in the
bargaining unit is the basis for determining
seniority in the bargaining unit.

b) Effective July 1, 1984, where there has been non-
continuous full-time employment in the bargaining
unit, the date for determination of seniority in the
bargaining unit shall be constructed by moving the
date of the present appointment in the bargaining
unit back the number of months of the previous full-
time employment in the bargaining unit.

c) An individual's seniority in the bargaining unit
begins to accrue at the time that the individual
assumes full-time duties in the bargaining unit.
2. A seniority list shall be prepared annually by the Vice Chancellor for Administrative and Fiscal Services for the faculty members of each department and filed with the Provost. The list shall be revised as necessary during the year by the Vice Chancellor for Administrative and Fiscal Services to reflect changes in the department's membership.

G. JOINT APPOINTMENTS

A faculty member may be appointed by the Chancellor to more than one department or school, whether or not the different departments are in different colleges or schools. Such appointments shall be at the same rank and tenure status as the individual holds in the original or primary department or school. Such appointments shall require the approval of the Dean(s) of the College(s) or Director of SMAST, and the Chancellor. The Joint Appointment is ordinarily for a period of three years and is renewable. The terms of the Joint Appointment, including the distribution among the joint departments of base salary and responsibilities in each of the contractual categories of evaluation, shall be specified in the letter of Joint Appointment.

Where an individual new to the bargaining unit or an individual who is already a member of one department or school is to have a joint appointment, the initial appointment and subsequent reappointments, shall require the approval of the Department Chairperson and a majority of tenured faculty of both departments or schools, the Dean(s) of the College(s) or Director of SMAST, as well as the Chancellor.

When a joint appointment is made, only one department or school shall be identified as the individual's principal department.

Both (all) departments or schools shall have a role in the personnel actions concerning the faculty member in the joint appointment, including annual evaluations, contract renewal, tenure, and promotion. The principal department or school shall conduct the review process for the individual according to the customary timetables for each action. The process will be modified as follows:

1. The Department or School Faculty Evaluation Committees of each joint appointment will independently prepare a recommendation, following the regular procedure. Each will forward the recommendation separately to the next level, that of the Department Chairpersons, who will each add the evaluations for that level following the regular procedure.

2. If the personnel action is one that goes to the Council level and if the departments of the joint appointment are within the same Council, the separate recommendations will go to that Council, which will consider them together in forming their recommendation. That recommendation together with the set of all previous recommendations will then move forward to the Dean, following the regular procedure.

3. If the personnel action is one that goes to the Council level and if the departments of the joint appointment are not within the same Council, the separate department-level
recommendations will go forward to each separate Council
for the recommendations from that level.

4. If the different councils are within the same college,
   they will go to that Dean, who will consider them together
   in forming the recommendation from that level. That
   recommendation together with the set of all previous
   recommendations will then move forward to the Provost,
   following the regular procedure.

5. If two different Colleges are involved, the separate
   Council recommendations will go forward to each Dean, who
   will add the evaluation for that level following the
   regular procedure. Those recommendations together with
   the set of all previous recommendations will then move
   forward to the Provost, following the regular procedure,
   who will consider them together in forming the
   recommendation from that level.

Faculty with joint appointments shall participate in the personnel
actions of only one department or school. Faculty in joint
appointments shall be eligible to serve as members of other
departmental committees, including curriculum committees, of any or
all of the department(s) or school(s) of their joint appointment.
Subsequent changes to the terms and conditions of any joint
appointment shall require the approval of the Dean(s) of the
College(s) or Director of SMAST.

H. POLICY

Except where contrary to the terms of this Agreement, the
established policies of the Board of Trustees with respect to
wages, hours or conditions of employment shall remain in effect
during the life of this Agreement.
ARTICLE VII
PERSONNEL RECOMMENDATIONS

PREAMBLE

The faculty shall have primary responsibility in the area of personnel matters. This shall mean the capacity to initiate or review faculty personnel recommendations. The College Dean, the Provost or the Chancellor may make a recommendation or decision counter to the original faculty recommendation only in exceptional circumstances and with compelling reasons in written detail, which shall specifically address the content of the recommendation as well as the established standards and criteria. Furthermore, if the College Dean, the Provost or the Chancellor is considering making a recommendation contrary to the prior levels of faculty reviews, then they may invite the department to provide in writing additional information for the basic file or clarification of the recommendation.

For personnel recommendations, the full dossier relating to the recommendation shall be assembled by the individual being considered for a personnel recommendation. The Department Chairperson shall be responsible for adding to the dossier copies of all prior personnel recommendations.

The member of the bargaining unit about whom the recommendation is made shall review the dossier and sign the list of documents indicating knowledge of them. This provision is to ensure that complete information is available for all committees or administrators acting on the recommendation.

The official personnel file concerning recommendations for promotion, tenure, annual evaluations, reappointment, leaves of absence, sabbatical leave, and other pertinent personnel actions shall be maintained by the Dean of the College.

A copy of all official documents concerning personnel recommendations shall be maintained by the Department Chairperson. Copies of all recommendations shall be sent to the individual, the Department Chairperson, and the President of the Faculty Federation.

In order to ensure that all personnel files used in making recommendations for contract renewal, promotion, grade/rank salary increases and tenure contain adequate and similar information, all candidates must include the following minimum information relative to the individual being considered:

- A complete and up-to-date vita.

- Relevant previous recommendations relative to contract renewal, promotions, grade/rank salary increases and tenure.

- Relevant annual faculty evaluations.

- For personnel actions involving tenure and/or promotion, three (3) letters of evaluation from external scholars in the individual’s field of expertise are to be solicited after consultation involving the College Dean, the faculty member’s Department Chairperson and the faculty member. One reviewer will be selected by the faculty member involved in the personnel action, one by his/her Department Chairperson and one by the College Dean.
Using a standard form, the Department Chairperson will solicit the evaluation letters.

Additional material may be included by the individual or the Department Chairperson as seems appropriate to the personnel action being considered. After any level resulting in a written evaluation for any personnel action covered by this Article, the bargaining unit member may add to the file any statement, evidence, or other documentation the member believes would present a more valid perspective.

In any personnel recommendation at any level beyond the Department Chairperson, if a council or administrator includes information in addition to the information forwarded by the Department Chairperson, that specific information shall be made known to the faculty member under consideration before any recommendation is made. The faculty member shall have the right to submit any statement, evidence, or other documentation which the faculty member believes would represent a more valid view, provided that such materials are submitted prior to the date specified for the recommendation of the council or administrator.

No recommendations relative to a personnel action shall be arbitrary or capricious, but rather shall be justified by referring to the candidate's performance in the categories listed in Article VII. A. At any level subsequent to the initial recommendation, agreement with the categories and ratings at the initial level may be grounds for the recommendation. If there is disagreement at any subsequent level, such disagreement shall be justified in terms of the categories in Article VII. A. and the ratings in Article VII. C., VII. D., and VII. E.

No faculty member shall vote at more than one level on a personnel recommendation. The exercise of the vote shall be at the lowest eligible level in the sequence of stages in the recommendation process.

At the Academic Council level the faculty department representatives shall not vote on recommendations on faculty within their own department.

For contract renewal, tenure, or promotion, if a candidate is "Not Recommended" by both the Department Faculty Evaluation Committee and the Department Chairperson, evaluations at higher levels shall not be conducted.

A. CATEGORIES OF EVALUATION FOR PERSONNEL ACTIONS

Each individual shall be evaluated in at least three categories, including categories one (1) and two (2) below:

1. Teaching Effectiveness and Advising

   Teaching effectiveness as assessed by the FEC will be based on analysis of the results of student course evaluations, course syllabi, examinations, class assignments, teaching methods, peer visitations, etc. The quantity and quality of academic advising of students majoring in the department, graduate student research advising, and advising of students enrolled in the faculty member's own classes shall be considered in this category.

2. Scholarship and Professional Activities.
Scholarship may include research, professional publication, creative activities, peer review, and scholarly consultation. Professional activities may include office in professional organizations, service to one's profession, participatory attendance at professional meetings and seminars, and professional development efforts.

3. University Service

University service includes service to the department, school, college, university, university system, participation in structured programs such as freshman advising, transfer student advising, advising centers, interdisciplinary and multi-disciplinary program advising, and advising student organizations and clubs.

4. Public Service

Public service includes participation in community affairs and consultation associated with one's area of professional competence.

Each department/school shall develop a written statement, taking into account the mission of the University, specifying the types of items that will be counted within each of the categories of evaluation. While certain aspects of a single project may be counted under different categories, no single item or activity may be counted in more than one category. Each department's written statement must be approved by a majority of the department's/school's tenured faculty, the Department Chairperson and the College Dean (or as appropriate, the Director of SMAST).

B. EVALUATIVE STATEMENT

Each level of evaluation shall prepare a thorough yet concise statement of evaluation for each of the categories evaluated. Reference must be made to supporting evidence in the dossier. The following evaluative terminology shall be used for each category:

Excellent, Very Good, Satisfactory, Unsatisfactory. Each faculty member shall be evaluated in Teaching Effectiveness And Advising, Scholarship And Professional Activities, and at least one other category. If the faculty member chooses not to be evaluated in one of the last categories, the phrase "Not Applicable" shall be used for that category.

C. RATINGS FOR ANNUAL EVALUATION

In view of the fact that teaching is the most important activity at UMass Dartmouth, the following ratings for the evaluation of faculty are established. These ratings shall be used for annual evaluation.

1. Highly Recommended

   a) Excellent in either Teaching Effectiveness and Advising or Scholarship and Professional Activities
and a Very Good in any other category and no Unsatisfactory ratings.

2. Recommended
   a) Excellent or Very Good in either Teaching Effectiveness and Advising or Scholarship and Professional Activities and no unsatisfactory ratings.

3. Not Recommended
   Failure to meet the standards under the "Recommended" rating.

D. RATINGS FOR CONTRACT RENEWAL RECOMMENDATIONS

Third and Fourth Year Contract Renewal

In view of the fact that teaching is the most important activity at UMass Dartmouth, the following ratings for the evaluation of faculty are established. The following ratings for the evaluation of faculty are established for third and fourth year contract renewals:

1. Recommended
   An Excellent or Very Good in either Teaching Effectiveness and Advising or Scholarship and Professional Activities and no unsatisfactory ratings.

2. Not Recommended
   Failure to meet the standards under the "Recommended" rating.

Fifth and Sixth Year Contract Renewals

In view of the fact that teaching is the most important activity at UMass Dartmouth, the following ratings for the evaluation of faculty are established. The following ratings for the evaluation of faculty are established for fifth and sixth year contract renewal:

1. Recommended
   An Excellent in either Teaching Effectiveness and Advising or Scholarship and Professional Activities and no Unsatisfactory ratings, or
   A Very Good in both Teaching Effectiveness and Advising and Scholarship and Professional Activities and no Unsatisfactory ratings.

2. Not Recommended
   Failure to meet the standards under the "Recommended" rating.
E. RATINGS FOR PROMOTION AND TENURE RECOMMENDATIONS

The following ratings for the evaluation of faculty are established for promotion and tenure recommendations:

1. Recommended
   An Excellent in either Teaching Effectiveness and Advising or Scholarship and Professional Activities and a Very Good in the other of these two categories and no unsatisfactory ratings.

2. Not Recommended
   Failure to meet the standards under the "Recommended" rating.

F. TIMETABLE FOR PERSONNEL RECOMMENDATIONS

On or before September 1 of each academic year the Vice Chancellor for Administrative and Fiscal Services shall inform each Department Chairperson of those individuals who must be considered during that academic year for third and fourth, or fifth and sixth year contract renewals or for tenure.

For each personnel recommendation, the following schedule shall be followed:

1. Third and Fourth Year Contract Renewal
   The Department Faculty Evaluation Committee shall forward its recommendation to the Department Chairperson by October 1 of the individual's second contract year. The Department Chairperson's recommendation shall be forwarded to the College Academic Council by October 15. The College Academic Council shall forward its recommendation to the College Dean by November 1. The College Dean's recommendation shall be forwarded to the Provost by November 15.

2. Fifth and Sixth Year Contract Renewal
   The evaluation in the third year for a fifth and sixth year contract will thoroughly address all issues that will influence the final decision on tenure. The Department Faculty Evaluation Committee shall forward its recommendation to the Department Chairperson by April 1. The Department Chairperson's recommendation shall be forwarded to the College Academic Council by April 15. The College Academic Council shall forward its recommendation to the College Dean by May 1. The College Dean's recommendation shall be forwarded to the Provost by May 30.

3. Tenure
   The tenured members of the department shall forward their recommendation to the Department Chairperson by February 1. The recommendation of the Department Chairperson shall be forwarded to the College Academic Council by February 15.
   The College Academic Council shall forward its recommendation to the College Dean by March 7. The College
Dean's recommendation shall be forwarded to the Provost by April 10. The recommendation of the Provost shall be forwarded to the Chancellor by May 15.

4. Promotions

The Department Faculty Evaluation Committee shall forward its recommendation to the Department Chairperson by October 15. The Department Chairperson's recommendation shall be forwarded to the College Academic Council by October 30. The recommendation of the College Academic Council shall be forwarded to the College Dean by November 30. The recommendation of the College Dean shall be forwarded to the Provost by January 20.

G. ANNUAL FACULTY EVALUATIONS

1. Procedures

Each faculty member of a department shall be evaluated annually by the Department Chairperson and the College Dean on the basis of the categories in Article VII. A., including a review of continuing professional development and currency in one's academic field, with judgments specified in terms of the ratings in Article VII. C. The evaluation shall be done at the end of each academic year. Each faculty member shall prepare a report describing activities and accomplishments during the academic year to which the evaluation applies. The Department Chairperson shall be responsible for presenting to the Department Faculty Evaluation Committee all the annual activities reports together with the summaries of student evaluation of classroom teaching for faculty in the department. The individual's activities report shall be filed with the Department Chairperson by May 20. The Department Faculty Evaluation Committee shall take into account these reports and the summaries of student evaluations of teaching and shall prepare a written recommendation by May 30. The Department Chairperson shall consider the activities report, student evaluation of teaching, and the recommendation of the Department Faculty Evaluation Committee and shall complete the written annual faculty evaluation by June 10. In the case of faculty on full-year Sabbatical, the FAR (Faculty Activities Report) is not required to be submitted in order for the faculty member to be eligible for negotiated salary increases.

The Department Faculty Evaluation Committee shall prepare an annual evaluation of the Department Chairperson that will be forwarded to the College Dean. Each individual shall receive a copy of the Department Faculty Evaluation Committee's recommendation and a copy of the Department Chairperson's evaluation, and shall sign a statement indicating that the individual has read, but not necessarily agreed with the evaluation. A copy of the Department Faculty Evaluation Committee's recommendation shall be sent to the College Dean. The College Dean shall prepare a written evaluation and recommendation for each faculty member. Each individual shall receive a copy of the Dean's evaluation and recommendation and shall sign a statement indicating that the individual has read, but not necessarily agreed with the evaluation. A faculty member who wishes to challenge the written evaluation may add to
the file any statement, evidence, or other documentation
the faculty member believes would present a more valid
perspective. The recommendation of the Department Faculty
Evaluation Committee, the annual evaluation of the
Department Chairperson and the annual evaluation of the
College Dean, whether or not the individual adds anything,
shall become part of the file of information concerning
the individual faculty member. The Department Chairperson
shall meet with each faculty member to discuss the faculty
member's activities report, the student evaluations of
teaching, the Department Faculty Evaluation Committee's
recommendation, and the annual evaluation done by the
chairperson and the annual evaluation done by the College
Dean.

2. Student Evaluation of Classroom Teaching

The Department Faculty Evaluation Committee shall
recommend a standard department form to be adopted by a
majority vote of the department.

Each non-tenured faculty member shall be evaluated in all
courses, two (2) semesters (Fall and Spring) per academic
year. Each tenured faculty member shall be evaluated in
all courses, one (1) semester (Fall or Spring) per
academic year.

Procedures for administering the evaluation forms shall be
as follows:

a) The results of the student evaluation forms shall be
used in the evaluation of teaching effectiveness but
it should be considered as only one source of
evidence on teaching effectiveness. Each department
shall prepare a list of the various types of
evidence that it considers relevant to evaluating
teaching effectiveness. The procedures for
administering the evaluation form are as follows:

(1) In administering the evaluations, the
Department Chairperson will assign to each
faculty member questionnaires corresponding to
the number of students in a given class. A student from the class involved or a
departmental student representative will
administer the evaluation, place the forms in
an envelope, indicate on the outside of the
envelope the number of students participating
and sign the envelope. The student will then
carry the sealed envelope directly to the
Chairperson or the Chairperson's designee.

(2) Departments may decide to have faculty,
students or other suitable individuals
function as tabulators. Faculty members shall
not tabulate their own students' evaluations.

(3) Faculty members at their option, may be
present at the tabulation of their own student
evaluation forms. Faculty members shall not
have access to their own student evaluations
until after the final grades for the course
have been submitted.
(4) Results of the evaluation shall be reported in a way that is uniform for all members of the department, as far as possible, with account taken of individual needs. The Department Faculty Evaluation Committee shall decide on this format, which shall be adopted by majority vote of the department.

(5) At the request of the appropriate administrator or council, a tabulation of the results of an individual faculty member's teaching effectiveness shall be prepared and forwarded to the next level involved in the personnel action under consideration. This tabulation shall utilize a copy of the evaluation form which was used in the evaluation process. No tabulation shall be forwarded without an interpretive statement regarding the faculty member's teaching effectiveness.

b) The results of the student evaluation shall be delivered to the Chairperson of the Department, who shall discuss them with the faculty member who was evaluated. These results shall be retained in the departmental file. The Department Chairperson shall be responsible for providing all faculty in the department with the results of their student evaluations.

c) In the event that a faculty member had unsatisfactory reports for half or more classes for three (3) semesters consecutively, the Departmental Faculty Evaluation Committee shall arrange classroom visitation and counseling for improvement of teaching effectiveness.

H. CONTRACT RENEWAL

All actions taken by the Chancellor relative to contract renewal shall be taken as a result of a recommendation submitted to the Chancellor. In no case will recommendations to the Chancellor relative to reappointment be made by anyone other than the Provost. The case of any faculty member who is recommended for reappointment by the tenured members of the department and the Department Chairperson shall be brought to the attention of the Chancellor by the Provost with appropriate documentation for action, if so requested by the tenured faculty and Department Chairperson. The Chancellor shall enjoy the full right to reject such recommendations but may not make appointments without a recommendation from the Provost.

Utilizing the annual faculty evaluation which includes student evaluations of teaching, each non-tenured faculty member is to be considered for reappointment in accordance with the categories in Article VII. A. and in accordance with the timetable in Article VII. F.

In the faculty member's evaluation transmitted to the College Dean shall be a recommendation with substantiation for reappointment or non-reappointment including faculty evaluations and the results of the student evaluations of teaching effectiveness. Each subsequent level shall review all previous evaluations and recommendations and submit its own
recommendations to the next recommending level. On the basis of
a review of these evaluations and recommendations, the
Chancellor will make a decision for reappointment or non-
reappointment.

1. Notification of reappointment or non-renewal for the third
and fourth years of service must be given to the faculty
member by December 15 of the second year of service.
Recommendation for reappointment or non-renewal for the
third and fourth years of service will be initiated with a
recommendation developed by the Department Faculty
Evaluation Committee, including all tenured members of the
department and processed through the following levels with
each level adding its own recommendation: Department
Chairperson, College Academic Council, College Dean,
Provost, and Chancellor. It is advisable that the
Department Chairperson seek the opinions of the non-
tenured faculty and the student majors of the department
in developing the Chairperson's recommendation. The
Department Chairperson shall be responsible for
articulating the basis for the departmental decision.

2. Notification for the fifth and sixth years of service must
be given by September 15 of the fourth year. If a faculty
member is being considered for tenure at this time, the
tenure evaluation procedures as outlined in the
Trustees/Faculty Federation Agreement (Article VII. I.)
will be followed. In effect, this means that the decision
on the contract for a fourth year of service must be made
during the latter part of the second year in which the
faculty member has served on the UMass Dartmouth faculty.
The recommendation for renewal for the fifth and sixth
years of service will be initiated by the tenured members
of the department and will be processed through the
following levels: Department Chairperson (who is advised
to seek the opinions of the non-tenured faculty and
student majors of the department), College Academic
Council, College Dean, Provost, and Chancellor. Each
level shall send a copy of its recommendation to the
individual under consideration for reappointment, to the
Department Chairperson, and to the President of the
Faculty Federation. If the decision is negative, the
faculty member may request reasons for this decision from
the Chancellor. The Department Chairperson is responsible
for articulating the basis for the departmental decision
which shall be determined in each instance by secret
ballot. Acceptance of a justified negative recommendation
developed by the tenured members of the department may be
cited as a reason for each level to recommend non-renewal.

3. A multiple year contract may be offered to a faculty
member provided that the individual is considered for
renewal of contract at least once utilizing the procedures
detailed in paragraph two (2) above prior to being
considered for tenure.

4. Notification as referred to in paragraphs 1 and 2, shall
mean written notification to the faculty member by the
Chancellor of the renewal or non-renewal of the contract
by the dates specified.

I. TENURE

1. Definition of Tenure
Tenure status is granted only to holders of academic positions and is distinguished from non-tenure status by the fact that the University must stipulate reasons for termination of employment other than by retirement mandated by law. Faculty members enjoying tenure may not be discharged except by a decision of the President and for just cause. If the decision is not reversed by the Board of Trustees, the individual has recourse through judicial review. Until a final decision on termination has been reached, the unit member shall continue at full pay. If, in the judgment of the University, the continued service of the unit member would do serious harm to the University, the unit member may be relieved of his/her duties. A unit member who is terminated by vote of the Board of Trustees shall be entitled to no further compensation beyond the date of such vote.

2. No person who, at the expiration of the current appointment, will have held full-time appointments without tenure to academic positions in the University for seven (7) consecutive academic years, shall be considered by the Board of Trustees for further appointment to an academic position without tenure. In the initial appointment, each person who has taught full-time at another accredited institution of higher learning may be offered credit toward tenure at UMass Dartmouth for each year of full-time teaching up to a maximum of three (3) years. Service as a full-time lecturer, or any full-time non-tenure-track faculty position at UMass Dartmouth may be counted for credit toward tenure for each year of teaching up to a maximum of three (3) years. The number of years to be credited shall be stipulated in the faculty member's initial contract. Nothing in these rules on maximum probationary years shall prevent consideration for tenure at an earlier date.

3. The Chairperson of each department shall have the responsibility of bringing to the notice of the tenured department members the names of colleagues ready for consideration for tenure within the department by October 1 of their tenure-decision year.

4. The recommendation on tenure shall be determined by a majority vote by secret ballot of all the tenured members of the department by February 1st of the year preceding the last probationary year. In order that at least three (3) opinions be considered, exclusive of the Department Chairperson, departments with fewer than three (3) tenured faculty members must supplement the tenured faculty opinions with opinions of faculty members who are tenured from other departments within the College Academic Council. The additional tenured faculty members will be selected by the College Academic Council from a list of individuals submitted by the faculty member being considered for tenure which are acceptable to the Department Chairperson and the Dean of the appropriate College. The faculty member will submit the list of individuals on or before November 14th and the College Academic Council will make its selection on or before December 1, of the year preceding the last probationary year. Included shall be the results of the student evaluations of teaching effectiveness. The candidate for tenure will be given substantiation in writing according
to the evaluation categories in Article VII. A., and ratings in Article VII. B.

5. On or before February 15 of the candidate's tenure-decision year, the Department Chairperson will forward to the appropriate College Academic Council the faculty member's recommendation, copies of the tenure evaluation documentation, and the Chairperson's own recommendation and substantiation in writing. A copy of the recommendations shall be sent to the President of the Faculty Federation. Prior to the transmission to the College Academic Council, the individual shall be notified of the department's decision and be permitted the opportunity to submit additional materials on the recommendation.

6. The College Academic Council shall review these recommendations, documentation and evaluations and make a recommendation on tenure with written justification with respect to each of the evaluative criteria. Where recommendations of the Department Chairperson and the department tenured members are in agreement, the College Academic Council shall give this substantial weight during deliberations and shall not ordinarily make a contrary recommendation. A copy of the Academic Council's recommendation with written substantiation based on the applicable criteria contained in the Trustees/Faculty Federation Agreement shall be given to the individual prior to being sent to the next level. The individual shall have the right to submit additional materials to the College Academic Council for transmittal to the College Dean within seven (7) days of receipt of the recommendation. The individual, whether submitting additional materials or not, shall sign a statement within this seven (7) day period and return it to the College Academic Council indicating receipt of this recommendation and awareness of the opportunity to submit additional materials. The College Academic Council will also send a copy of the recommendation to the Department Chairperson and to the President of the Faculty Federation for their information. Failure of the individual to sign a statement of receipt when the document has been received will not prevent the documentation from being forwarded to the next level. The College Dean will also prepare a recommendation and send a copy to the Department Chairperson and to the President of the Faculty Federation for their information. The College

7. A copy of the College Dean's recommendation with written substantiation based upon the applicable criteria contained in the Trustees/Faculty Federation Agreement shall be given to the individual prior to being sent to the Provost. The individual shall have the right to submit additional materials to the College Dean for transmittal to the Provost within seven (7) days of receipt of the recommendation. The individual, whether submitting additional materials or not, shall sign a statement indicating receipt of this recommendation and awareness of the opportunity to submit additional materials within this seven (7) day period and return it to the College Dean. Failure of the individual to sign a statement of receipt of the recommendation when the recommendation has been received will not prevent the documentation from being forwarded to the next level. The College Dean will also prepare a recommendation and send a copy to the Department Chairperson and to the President of the Faculty Federation for their information. The College
Dean shall transmit to the Provost the recommendations, evaluations and documents of the Department Chairperson, the department tenured members, the College Academic Council, together with the Dean's own recommendation and substantiation and all additional materials (if any) submitted by the individual.

8. A copy of the Provost's recommendation with written substantiation based upon the applicable criteria contained in the Trustees/Faculty Federation Agreement shall be given to the individual prior to being sent to the Chancellor. The individual shall have the right to submit additional materials within seven (7) days of receipt of the recommendation of the Provost. The individual, whether or not submitting additional materials, shall sign a statement indicating receipt of a copy of this recommendation and awareness of the opportunity to submit additional materials within this seven (7) day period and return it to the Provost. Failure of the individual to sign a statement of receipt of this recommendation will not prevent the documentation from being forwarded to the next level. The Provost will also send a copy of this recommendation to the Department Chairperson and to the President of the Faculty Federation for their information. The Provost shall transmit to the Chancellor, the evaluations, recommendations and documents of the department tenured members, the Department Chairperson, the College Academic Council, the Dean of the College, and the Provost's own recommendation and substantiation and all additional materials (if any) submitted by the individual.

9. The President shall review the recommendations of the Chancellor, Provost, the Dean of College, the College Academic Council, the Department Chairperson and the department tenured members, and forward these with the President's own recommendation to the Chairperson of the Board of Trustees no later than ten (10) days prior to the established June meeting date of the Board of Trustees for its decision by formal action to grant or not grant tenure.

10. The awarding of tenure shall be only by a vote of the Board of Trustees.

11. Service as an Instructor at the University of Massachusetts Dartmouth shall be counted for tenure credit.

12. Tenure shall be effective on the date it is voted to take effect by the Board of Trustees.

13. Candidates not awarded tenure during the sixth year shall receive a terminal seventh year contract.
J. Periodic Multi-Year Review

Every tenured faculty member, librarian, and professional technician shall undergo a periodic multi-year review every 7 years with the exceptions noted below:

1. Promotion to Professor, Chancellor Professor, Librarian, or Professional Technician I shall be deemed to constitute periodic multi-year review.

2. Promotion to Professor, Chancellor Professor, Librarian, or Professional Technician I shall, as of the effective date of the promotion, begin a new cycle for multi-year review.

3. Persons who have indicated, in writing, their intention to retire within a three-year period shall not be subject to multi-year review. If the intention to retire is rescinded, the person shall immediately undergo a multi-year review.

4. The time of the PMYR may be altered, upon written agreement between the individual and the appropriate Dean, in the following circumstances:
   a) When the individual is named to a full-time administrative position.
   b) When the individual is granted a leave without pay for an academic year.
   c) A bargaining unit member subject to review may be temporarily exempted due to extenuating circumstances (e.g., significant health problems, significant responsibilities for elder or dependent care, or circumstances beyond the member’s control). Documentation of extenuating circumstances must be presented in writing to the Dean and will become part of the member’s permanent file.

5. Those participating in PMYR in any given year shall be considered to have completed an annual evaluation for that year. Deficient performance in a PMYR shall disqualify the individual for any merit increase for that year. In subsequent years progress toward the fulfillment of a development plan shall be considered during the annual evaluation.

Individuals participating in PMYR shall submit the following to the Department Faculty (Library) Evaluation Committee:

1. A complete and up-to-date vita.

2. Annual activity reports and annual evaluations including, where applicable, student evaluations of teaching as contained in the annual reviews, for the years since the granting of tenure, last promotion, or previous PMYR.

3. A brief narrative commentary (not to exceed 3 pages) addressing their major accomplishments during the period under review and outlining their long range plans (for the next 6 years) and their relation to departmental and institutional plans and needs.
The dossier submitted shall be evaluated, in writing with copies to the individual being evaluated, to the Department Chairperson, and to the President of the Faculty Federation, by the Evaluation Committee, consisting of the tenured members of the department or constituted under the provisions of Article VII, I, 4, the Department Chair (Head), the College Academic Council, the College Dean and the Provost. At each level of evaluation, the individual being evaluated will be afforded the opportunity to submit any statement, evidence, or other documentation which he/she believes would represent a more valid view. (Time lines to be established).

Each faculty member shall be evaluated in the categories of 1. Teaching Effectiveness and Advising; 2. Scholarship and Professional Activities; and 3. University Service; or 4. Public Service; or both. (Appropriate categories for Librarians and Technicians from Articles XIII and XIV). The rating for each category of evaluation shall be Excellent, or Very Good, or Satisfactory, or Unsatisfactory. Summary rating of Excellent Sustained Performance or Generally Satisfactory Sustained Performance or Deficient Performance shall be determined at each level of review. These summary ratings shall be determined as follows:

Excellent Sustained Performance

Excellent in Teaching Effectiveness and Advising and at least Very Good performance in one other category, or

Very Good in Teaching Effectiveness and Advising and at least Excellent performance in one other category, or

Very Good in Teaching Effectiveness and Advising and at least Very Good performance in two other categories

Generally Satisfactory Sustained Performance

Excellent in Teaching Effectiveness and Advising and Satisfactory performance in one other category, or

Very good in Teaching Effectiveness and Advising and Very Good performance in one other category, or

Satisfactory in Teaching Effectiveness and Advising and Very Good performance in two other categories

Deficient Performance

Failure to meet the standards for generally satisfactory sustained performance

Faculty, librarians and technicians found to have Excellent Sustained Performance by four (4) or more levels, three (3) in the case of librarians and professional technicians of review shall be deemed to have successfully completed the PMYR.
Faculty, librarians and technicians found to have Generally Satisfactory Sustained Performance with no need for improvement by four (4) or more levels, three (3) in the case of librarians and professional technicians, of review shall be deemed to have successfully completed the PMYR.

Those deemed by four (4) or more levels, three (3) in the case of librarians and professional technicians, to have generally satisfactory sustained performance but to be in need of some improvement shall be so notified in writing by the Dean. They shall, with the written approval of the Department Chairperson and the Evaluation Committee, develop a plan for professional development. This plan will indicate specific areas in which improvement or change is planned and how the faculty member intends to improve/change in those areas. The campus shall be responsible for all reasonable expenses. Progress toward fulfillment of the plan shall be considered in their annual evaluations.

Those found to be deficient by four (4) or more levels, three (3) in the case of librarians and professional technicians, shall prepare a plan, with approval as above, which will address specific areas in need of immediate improvement. The campus shall be responsible for all reasonable expenses. Their progress will be reviewed each semester by the Provost, the Department Chairperson and the Dean. If improvement has not taken place within a reasonable period of time, or if the individual refuses to participate in the process or fails to make a good faith effort to execute the plan, the Provost, in consultation with the Dean and the Department Chairperson, shall determine whether or not grounds exist to invoke the provisions of Article VII, I. 1 or Article XIII, B. 2, h (Librarians) or Article XIV, D. 2, f (Technicians).

PMYR is not a step in any disciplinary action and no materials developed in this process shall be introduced into evidence in any disciplinary action. This exclusion does not apply to any document or record originally intended for use other than PMYR, e.g., annual evaluation, nor to any aspect of a faculty member’s performance which may have been considered in the PMYR process and may be considered separately in a disciplinary process.

K. PROMOTION

PREAMBLE

For recommendations on promotion, the individual being considered shall be responsible for assembling all pertinent materials in a dossier and shall be responsible for delivering it to the Department Faculty Evaluation Committee no later than October 1.

1. General

Any faculty member in the rank of Assistant Professor shall be promoted to the rank of Associate Professor upon achieving tenure at the University of Massachusetts Dartmouth.

2. While length of service alone is not cause for promotion, the following shall be considered the normal period of time to be spent in rank:
a) Instructor, not more than five (5) years.

b) Assistant Professor, six (6) to seven (7) years.

c) Associate Professor, six (6) or more years.

d) Professor, six (6) or more years (total years teaching shall ordinarily be eighteen (18) or more)

Nothing in these rules on the normal period of time to be spent in rank shall prevent consideration for promotion at an earlier date. Promotion before the normal time spent in rank will be recommended only upon evidence of extraordinary achievement and experience in one's professional career.

3. For purposes of promotion, faculty shall be evaluated by the Department Faculty Evaluation Committee and the Department Chairperson, both of which shall give substantial weight to the candidate's annual faculty evaluation. The Department Faculty Evaluation Committee shall judge each candidate for promotion on the basis of the four (4) categories of Article VII. A., and shall classify each candidate using the ratings of Article VII. E. The Committee's recommendations shall be substantiated in writing by referring to the categories of Article VII. A., and ratings of Article VII. E. The Department Chairperson shall review the candidate's dossier and the recommendations of the Department Faculty Evaluation Committee. The Department Chairperson shall evaluate each candidate in terms of the categories of Article VII. A., shall make a recommendation according to the ratings of Article VII. E., and shall substantiate this recommendation in writing. The candidate for promotion shall have the right to read the recommendations of the Department Faculty Evaluation Committee and the recommendation of the Department Chairperson, and may add to the file any statement, evidence, or documentation which the candidate believes to present a more valid view. The candidate shall have the right to grieve to the College Academic Council the recommendation of the Department Faculty Evaluation Committee or the recommendation of the Department Chairperson, according to the grievance procedures of Article XVII. L. Whether or not the candidate grieves, the candidate shall have the right to add to the file any additional material within seven (7) days of receipt of the recommendation of the Department Chairperson for transmittal to the College Academic Council and shall sign, within this seven (7) day period, a statement indicating that the recommendations have been read. Failure to sign will not prevent forwarding of the documentation to the College Academic Council. The Department Chairperson shall forward to the College Academic Council by October 30 the candidate's complete file including the dossier, the recommendation of the Department Faculty Evaluation Committee, the Department Chairperson's recommendation, and any additional material submitted by the candidate. Copies of the recommendations shall be sent to the President of the Faculty Federation for informational purposes.

4. The College Academic Council shall review the complete file, shall evaluate the candidate in terms of the categories of Article VII. A., and shall make a
recommendation in terms of the ratings of Article VII.E.  
The College Academic Council shall substantiate in writing  
the recommendations for each candidate in terms of Article  
VII. A. and E. Copies shall be given to the candidate, to  
the candidate's Department Chairperson and to the  
President of the Faculty Federation prior to being sent to  
the next level. The candidate shall have the right to  
submit additional materials within seven (7) days from  
receipt of the recommendation of the College Academic  
Council. The candidate shall sign, within this seven (7)  
day period, a statement indicating that the recommendation  
has been read and that the option of submitting additional  
materials was available. Failure to sign shall not  
prevent forwarding the file to the next level. The  
College Academic Council shall transmit to the College  
Dean the complete file, including the dossier, the  
recommendation of the Department Faculty Evaluation  
Committee, the recommendation of the Department  
Chairperson, the Academic Council's own recommendation,  
and any additional material submitted by the candidate by  
November 30.

5. The College Dean shall review the complete file, shall  
evaluate the candidate according to the categories of  
Article VII. A., and shall make a recommendation in terms  
of Article VII. E. A copy of the recommendation with  
written substantiation shall be given to the candidate,  
the candidate's Department Chairperson, and the President  
of the Faculty Federation before being sent to the  
Provost. The individual shall have the right to submit  
additional materials within seven (7) days from receipt of  
the recommendation to the College Dean. The individual,  
whether submitting additional materials or not, shall  
sign, within this seven (7) day period, a statement  
indicating receipt of this recommendation and awareness of  
the opportunity to submit additional materials within this  
seven (7) day period and return it to the College Dean.  
Failure of the individual to sign a statement of receipt  
of the recommendation when the recommendation has been  
received will not prevent the documentation from being  
forwarded to the next level. The College Dean shall  
transmit to the Provost the complete file including the  
dossier, the recommendation of the Department Faculty  
Evaluation Committee, the recommendation of the Department  
Chairperson, the recommendation of the College Academic  
Council, the Dean's own recommendation, and any additional  
materials submitted by the candidate by January 20.

6. The Provost shall review the complete file, shall evaluate  
the candidate according to the categories of Article VII.  
A. and shall make a recommendation in terms of the ratings  
of Article VII. E. A copy of the recommendation with  
written substantiation shall be given to the candidate,  
the candidate's Department Chairperson, and the President  
of the Faculty Federation prior to being sent to the  
Chancellor. The candidate shall have the right to submit  
additional materials within seven (7) days from receipt of  
the recommendation of the Provost. The candidate shall  
sign, within this seven (7) day period, a statement  
indicating that the recommendation has been read and that  
the option of submitting additional materials was  
available. Failure to sign shall not prevent forwarding  
the file to the next level. The Provost shall transmit to  
the Chancellor the complete file, including the dossier,
the recommendation of the Department Faculty Evaluation Committee, the recommendation of the Department Chairperson, the recommendation of the College Academic Council, the recommendation of the College Dean, the recommendation of the Provost, and any additional materials submitted by the candidate.

7. The Chancellor shall make a decision on promotion for each candidate by May 15. The Chancellor's decision and any subsequent action taken by the Board thereon shall be conveyed in writing to the candidate and a copy shall be sent to the candidate's Department Chairperson.

8. Promotion to Chancellor Professor

a) Criteria for Promotion: A full-time tenured faculty member shall be eligible for promotion to the rank of Chancellor Professor if the faculty member meets all of the following criteria:

(1) The individual has a minimum of eighteen (18) years' full-time teaching experience at an accredited institution of higher education.

(2) The individual has received the highest rating in any five annual evaluations conducted during the six years preceding an application for promotion.

(3) The individual has been in rank as a Full Professor for a minimum of six years at the time of application.

(4) The individual has demonstrated excellence in the art and practice of teaching, has a record of scholarship that contributes to the advancement of knowledge in the applicant's field, and has made an outstanding contribution to the University or to his/her profession.

b) At no time will the number of persons at the rank of Chancellor Professor be more than ten percent (10%) of the total faculty holding the rank of Professor, Chancellor Professor and Commonwealth Professor.

c) Promotion to Chancellor Professor shall follow the schedule contained in Article VII. K. of the Agreement.

d) Faculty applying for Chancellor Professor shall not evaluate any candidates for Chancellor Professor.

L. CONTINUING CONSULTATION

The parties to the Agreement mutually agree to continue their good-faith discussions relative to Article VII, Personnel Recommendations, and if agreement is reached a Memorandum of Understanding shall be executed. If agreement is not forthcoming, Article VII, Personnel Recommendations, will remain intact and in full force and effect.
ARTICLE VIII
WORKING CONDITIONS

A. TEACHING ASSIGNMENT

The maximum assignment per academic year shall be twenty-four (24) units. The standard teaching assignment per academic year shall be 18 units except in the case of faculty in the College of Visual & Performing Arts teaching only studio courses, where the standard teaching assignment shall be 30 units per academic year. Adjustments upward or downward from this standard assignment are possible with written justification and approval by the faculty member, the Chairperson and the Dean. It is understood and agreed that on occasion a department chair may assign more than 18 units in one academic year without the approval of a faculty member. The faculty member’s teaching assignment will be appropriately adjusted in the succeeding academic year.

B. DETERMINATION OF TEACHING LOAD

Teaching load shall be computed according to the following scale:

1. One (1) lecture, recitation or laboratory/studio/clinical class hour per week equals one (1) unit. In the College of Nursing, for purposes of Part-Time Lecturers teaching only clinical practicum sections, a unit will be defined as two (2) clock hours of clinical practicum instruction per week.

2. In laboratory and studio courses, every effort will be made to assign technicians to prepare equipment for experiments, to assist in conducting experiments and to process student reports in order to provide faculty members more equitable teaching loads. For the duration of this agreement, the incremental amount of support for a CVPA professional technician(s) agreed to in the MOU of March 30, 1999 shall be maintained.

3. Advising for graduate theses and graduate projects equals two (2) units for the first student and one (1) unit each for subsequent students for a maximum of four (4) units. Graduate thesis advising credit cannot be accrued for a given individual student for more than four (4) semesters for Master thesis and eight (8) semesters for Ph.D. thesis.

4. Every effort shall be made to distribute equitably the number of students per faculty member in a given discipline. A faculty member who has extra large sections for two (2) semesters in succession, shall, where feasible, be given a reduced number of course assignments in the following semester.

5. Whenever possible, the number of preparations for an individual faculty member shall not exceed two (2) without consent of the faculty member involved.

6. The goals of the University require that the average workload for faculty members consist of four basic elements:

(a) The basic instructional workload,
(b) Research, creative or professional activity,
7. Subject to the provisions of this Agreement and to budgetary constraints, the Employer/University Administration shall, as a high academic priority, maintain the goal of achieving a student-faculty ratio appropriate to a high quality of education and fulfilling the mission of the University.

8. Instructional workload assignments to faculty members shall reflect (a) the academic needs of the department or program, (b) the faculty member's qualifications and expertise and (c) the faculty member's professional interests.

9. In determining workload assignments, the faculty member's research commitment, service contributions and prior instructional workload shall be taken into account to determine whether these warrant adjustment of instructional workload.

C. DEPARTMENT CHAIRPERSONS OR THE PROGRAM CHAIRPERSON OF SMAST

1. Department Chairpersons or the Program Chairperson of SMAST shall have a maximum teaching load of twelve (12) units per academic year.

2. Department Chairpersons or the Program Chairperson of SMAST shall be responsible for up to fifteen (15) days of service during the period June 1 through August 31. Specific days shall be determined by the Chancellor or the Chancellor's designee.

3. Department Chairpersons or the Program Chairperson of SMAST shall receive a stipend. The stipend is in addition to regular faculty compensation and is part of the individual's base salary. The stipend is included as part of the base salary for purposes of determining the salary rate increments for percentage increases. When the individual ceases to carry out the duties of the Department Chairperson or the Program Chairperson of SMAST, that person no longer receives the stipend. In the event that Department Chairperson or the Program Chairperson of SMAST duties are carried out by an Acting Department Chairperson or an Acting Program Chairperson of SMAST, the stipend shall be paid to the Acting Chairperson or the Acting Program Chairperson of SMAST.

D. OTHER FACULTY RESPONSIBILITIES

1. Although not considered as part of the normal teaching load, the full-time, benefited faculty is to participate in and contribute to these activities:
   a) Scheduled academic functions and meetings of the department, college and university.
   b) Regular student advising or advising other than thesis.

2. There shall be at least four (4) scheduled office hours per week, not less than one hour per day on three separate days, per tenure-track faculty member. Additional office
hours may be required when the Department Chairperson and Dean agree on the necessity. (Flexible enforcement to be devised).

3. Faculty members are required to submit their grades to the Office of University Records by the date specified by that office. In cases where this responsibility is not fulfilled, the Registrar will notify the faculty member on the seventh (7th) day following the due date. On the fourteenth (14th) day following the due date, the Administration will be empowered to withhold salary checks until the grade(s) in question are submitted. Extenuating circumstances that prevent the withholding of salary checks will be agreed upon on a case by case basis by the Administration and the Faculty Federation.

E. TEACHING PROGRAMS

1. All courses are scheduled and all faculty members' assignments are fitted within a five-day (5) work week. Faculty members' written request and justifications for special consideration will be taken into account by the Department Chairperson and, if recommended by the Chairperson, must be submitted to the College Dean for approval.

2. The assignment of courses shall be determined by the Department Chairperson in consultation with each faculty member of the department and with the approval of the Dean of the College.

3. Teaching loads in a department shall be distributed as evenly as possible among faculty members.

4. In scheduling and assigning courses, faculty requests will be taken into account by the Department Chairperson. Requests shall be in writing.

5. Seniority will be a factor in consideration of the assignment of courses and schedules.

6. Distance Learning

   a) Purpose

      1) The purpose of teaching with technologies is to enrich and to increase the availability of the curriculum offerings of UMass Dartmouth.

      2) The parties agree that the use of such technology shall NOT be used to reduce, eliminate or consolidate faculty positions within UMass Dartmouth.

   b) Definitions

      1) CODEC: These are interactive classes offered via telephone lines to off-campus sites (such as full motion video, PicTel, etc.).

      2) Computer Based Multi-Media: These are courses that use CD ROMS, videodisc, and telecommunication link between the student and the faculty member (e-mail, Internet).
3) Print Based Only: These are traditional independent courses. Materials are all print-based such as textbook and study guide.

4) Print Based plus Multi-Media: Same as print based only, except that additional types of non-print materials constitute a substantial part of the instructional materials/activities.

5) Satellite: These are courses delivered to remote sites by satellite uplink.

6) Site: A site is defined as a location with an enrollment of six (6) or more students.

7) Teleclass: These are courses developed under contract with UMass Dartmouth by faculty members. They may be developed for commercial use and utilize video technologies.

8) Telecourse: Video, print, and other materials for the course are purchased from vendors. Faculty do not have to develop their own materials to teach the course.

c) Course Offering Approval

Courses to be offered by utilization of technology must meet quality standards maintained at UMass Dartmouth. All such courses shall be created as the result of the standard course emergence process as stipulated in the Agreement (Article V.E. pg. 31).

d) eLearning Committee

1) A standing committee will be created to study and make recommendations regarding workload and compensation issues for teaching of distance learning courses. These recommendations will be the basis for future negotiations regarding distance learning workload and compensation. The committee will consist of three members selected by the Faculty Federation and three members selected by the Chancellor, and will report at least annually to the parties to the Agreement and the Faculty Senate.

2) The Committee will routinely assess whether:

• Distance learning offerings provide for timely and appropriate interaction between students and faculty and among students.

• The institution’s faculty assumes responsibility for and exercises oversight over distance education, ensuring both the rigor of programs and the quality of instruction.

• The institution ensures that the technology used is appropriate to the nature and objectives of the programs.
• The academic department ensures the currency of materials, programs and courses.

• The institution’s distance education policies are clear concerning ownership of materials, faculty compensation, copyright issues, and the utilization of revenue derived from the creation and production of software, telecourses, or other media products.

• The institution provides appropriate faculty support services specifically related to distance education.

• The institution provides appropriate training for faculty who teach in distance education programs.

Evaluation and Assessment

• The institution assesses student capability (except in the case of the Professional and Continuing Education) to succeed in distance education programs and applies this information to admission and recruiting policies and decisions.

• The institution evaluates the educational effectiveness of its distance education programs (including assessments of student based learning outcomes, student retention, and student satisfaction) to ensure comparability to campus-based programs.

• The institution ensures the integrity of student work and the credibility of the degrees and credits it awards.

Library and Learning Resources

• The institution ensures that students have access to and can effectively use appropriate library resources.

• The institution monitors whether students make appropriate use of learning resources.

• The institution provides laboratories, facilities, and equipment appropriate to the courses or programs.

Student Services

• The institution provides adequate access to the range of student services appropriate to support the programs, including admissions, financial aid, academic advising, delivery of course materials, and placement and counseling.

• The institution provides an adequate means for resolving student complaints.

• The institution provides to students advertising, recruiting, and admissions
The institution ensures that students admitted possess the knowledge and equipment necessary to use the technology employed by the program, and provides aid to students who are experiencing difficulty using the required technology.

Facilities and Finance

- The institution possesses the equipment and technical expertise required for distance education.
- The institution’s long range planning, budgeting, and policy development processes reflect the facilities, staffing, equipment and other resources essential to the viability and effectiveness of the distance education program.

e) Workload

The following considerations apply to all distance learning classes:

- No faculty member shall be assigned to teach a distance learning course that involves learning new technologies without the opportunity to be trained in those technologies. Faculty willingness to teach these courses shall be considered but program need will be given higher priority.
- No faculty member shall be assigned to teach a distance learning course using new technologies without adequate prior opportunity to prepare materials required to use those technologies, except in emergencies.
- Faculty members assigned to teach a distance learning course will receive appropriate clerical, logistical, instructional, and technical support.

1) Preparation

A faculty member teaching a distance learning course for the first time, which requires substantial time and effort to learn new technologies and/or develop or adapt new materials, will be awarded additional units up to twice the number given for a regular course. In subsequent offerings where classroom attendance by the faculty member is needed, workload units will be calculated at 1.5 units/credit hour (will be reconsidered in negotiations for the next master agreement). When workload is adjusted to reflect the additional effort for training and/or course preparation, the faculty member will provide a
brief written report on training received and
materials developed.

2) Sites

When a course is delivered via CODEC or
satellite, in which there is continuous
interaction among sites, a workload adjustment
will be made for any site with six or more
students. For a three semester hour course with
up to three off-campus sites, .25 additional
units per off-campus site shall be awarded. For
four (4) to six (6) off-campus sites, up to 1.0
additional units shall be awarded for a three
semester hour course.

3) Enrollment

For both CODEC and satellite delivery, total
enrollment for all sites, including the on-
campus site, will be capped at the same
enrollment levels as the equivalent on-campus
class. If total enrollments at all sites exceed
the above cap, an additional one-fourth unit per
semester hour will be assigned for every 25
percent by which enrollments exceed the cap.

f) Intellectual Property

This section applies when a regular class is video-
taped for use at a future time or date by either the
department or the faculty member.

1) Prior to the video-taping of a course, an
agreement consistent with the University of
Massachusetts Dartmouth Intellectual Property
Agreement must be completed.

2) Both a faculty member using video tapes and
materials produced by another faculty member,
and a faculty member using their own tapes and
materials, shall receive no more than one-half
the workload equivalent for the course unless
they are present when all tapes are shown, in
which case the regular workload equivalent for
the course shall be assigned.

Limitations

A live, interactive distance learning course
transmitted by another institution may not be offered
at a University of Massachusetts Dartmouth site if
the same course is being taught that same semester at
any University of Massachusetts Dartmouth site
without the prior approval of the chair of the
academic department in which that subject matter
would be given credit.
F. TRANSFER

Faculty may be transferred from one department to another within one college, or between colleges. Such transfers shall be made without loss of seniority or any other rights or perquisites. Transfers must be approved by the Dean or Deans involved, but only with the written consent of the faculty member involved, and only with the prior approval of a majority of the tenured members of the department to which the transfer is requested.

G. ACADEMIC YEAR AND CALENDAR

1. Academic Year

The academic year shall begin on September 1, of each year and end on May 31, of the next year. Faculty serving under a teaching contract are expected to be available each day within this period excepting Saturdays, Sundays and holidays unless explicitly relieved of this responsibility in writing by the Dean of the College. Any restructuring of the academic semester system shall be subject to negotiation.

2. University Calendar

The University calendar for each year shall be determined at least two (2) years in advance by the administration in consultation with the Faculty Federation.

H. FACILITIES

1. Office space will be allocated by the administration to each department and it will be the responsibility of the Department Chairperson to allocate individual office assignments. This action must be taken prior to June 30 of each year.

2. Suitable office space with appropriate office equipment shall be provided for each faculty member. Whenever feasible, office spaces will be assigned to faculty members on a continuing basis, from year to year and with no more than two (2) full-time faculty assigned to any office.

3. Faculty members shall have access to their offices and/or related laboratory facilities twenty-four (24) hours a day, seven (7) days a week without jeopardizing security.

4. Suitable faculty lounge areas will be provided in each building containing ten (10) or more faculty offices.

5. Where feasible, each department shall be allocated at least one (1) full-time secretary. Departments having more than fifteen (15) full-time faculty shall be allocated an additional secretary.

6. Department Chairpersons shall have first priority in the assignment of single-person offices in the department.

7. Whenever the temperature inside any work location drops below 65 degrees whereby employees are required to wear coats or heavy sweaters in order to remain in the work location, the person in charge of such work location shall immediately contact the person responsible for heating the
building to determine the cause and probable length of
time necessary to correct the problem. The person
responsible for heating the building shall immediately
relay such information to the Chancellor who shall have
the right to dismiss members of the staff until such time
as the situation is to be corrected within the workday.

I. FULL-TIME SERVICE REQUIREMENTS

Appointment to the faculty of the University on a full-time
basis obligates the appointee to render full-time service to the
University unless otherwise specifically exempted by the
Chancellor.

J. DUES CHECK-OFF

The Faculty Federation may secure authorization for payroll
deduction for dues.

K. WEATHER CONDITIONS

All members of the bargaining unit shall be treated equally with
regard to adverse weather conditions.

L. AGENCY FEE

Persons covered by this Agreement who are not Federation members
shall be required, as a condition of employment, within thirty
(30) days of employment or within thirty (30) days of the
execution of this Agreement, whichever comes last, to pay to the
Federation an Agency Service Fee proportionately commensurate
with the cost of collective bargaining and contract
administration. The amount of the fee shall be no more or no
less than the Federation dues.

M. THE UNIVERSITY OF MASSACHUSETTS POLICY ON FACULTY CONSULTING AND
OUTSIDE ACTIVITIES.

Full-time faculty members are expected to devote to the
University their primary professional loyalty and to direct to
the University their time and energy. They are considered
"special state employees" for purposes of the Massachusetts law
governing the conduct of public officials and employees
(Massachusetts General Laws Ch. 268A), however, they are
permitted to engage in limited activities outside of the
University during normal working hours, provided such outside
activities do not interfere with their primary obligations. The
University recognizes that outside activities can be of value to
faculty and the University. This Policy is intended to further
the mission of the University and to enrich the experiences of
the faculty by facilitating appropriately limited outside
activities for faculty.

1. Definitions

As used in this Policy, the following words shall have the
following meanings:

a) Academic Week - The period of Monday through Friday in
each week.
b) **Outside Activities** - Non-academic activities undertaken by a Faculty Member in the faculty member's area of expertise in association with individuals or entities outside the University. Such activities include for example, working as an employee or consultant, or serving as an executive, trustee or director for a company or non-profit organization. Such activities do not include, for example, short-term academic activities undertaken for professional development, such as lectures, participation on governmental or professional society advisory panels or scholarly events, or membership on editorial boards.

c) **CVIP** - The University Office of Commercial Ventures and Intellectual Property.

d) **Faculty Member** - A full-time employee of the University whose principal title is Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor, or any other University employee whose principal duties consist of teaching and conducting academic research.

e) **Vice Chancellor for Research** - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

2. **Policy**

a) **Scope of Policy**

This Policy applies only to Faculty Members.

b) **Allowable Activities**

The University ordinarily permits full-time Faculty Members to devote the equivalent of one day within the Academic Week to the performance of Outside Activities. The University ordinarily does not place a specific limit on the amount of time that part-time Faculty Members may devote to the performance of Outside Activities. The time commitment devoted by any Faculty Member to Outside Activities may not interfere with the Faculty Member's professional commitment to the University.

c) **Prohibited or Restricted Activities**

1) **Use of Students or University Resources** - Faculty Members are ordinarily prohibited from performing Outside Activities that involve the use of University-administered funds, facilities, or equipment, and must obtain approval to involve students in connection with Outside Activities in accordance with the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures.

2) **Activities Involving a Conflict of Interest** - In the event a Faculty Member is considering undertaking an Outside Activity that poses an actual or potential Conflict of Interest, as defined by the University Policy on Conflicts of Interest.
Interest Relating to Intellectual Property and Commercial Ventures, the Faculty member should disclose all relevant information as required by that Policy.

(3) Use of University's Name - The University's name shall not be used in relation to any Outside Activities, except in describing an individual's credentials, and except in accordance with University policy.

d) Administrative Procedures

(1) Disclosure and Approval of Outside Activities - Before the commencement of any Outside Activity subject to this Policy, the University requires a Faculty Member to disclose the proposed Outside Activity to the member's Department Chair, and to receive approval of such Outside Activity. The University shall make available appropriate forms. The University also requires prompt disclosure of material changes in previously disclosed Outside Activities. Each Department Chair shall periodically provide to the applicable Dean a report on the Outside Activities of Faculty Members within that department, and the Dean shall provide this report to the Director of the University Office for Commercial Ventures and Intellectual Property and to the Conflicts Committee.

When Faculty Members are negotiating consulting arrangements with non-University entities they should keep in mind that under the University Intellectual Property Policy, the University will be the presumed owner of any patent or other intellectual property rights that arise in the course of consulting work or other Outside Activities if that work is the same as, is directly related to, or is substantially similar to a research project in which that Faculty Member is engaged at the University. In order to avoid potential ownership disputes and liability, Faculty Members and Department Chairs are strongly encouraged to consult with the Vice Chancellor for Research to ensure that Outside Activities are outside the scope of the University Intellectual Property Policy.

(2) Standard Form Rider - The CVIP will make available standard form riders, to be attached to all written agreements to undertake Outside Activities entered into by a Faculty Member, which will describe the intellectual property rights of the University, and which will contain an acknowledgment of such rights by the non-University entity. This rider is intended to avoid potential misunderstandings and disputes regarding ownership of intellectual property developed by the Faculty Member. The University strongly encourages use of this standard form rider.
3. Interpretation and Evaluation

The President or the President’s designee will have authority to interpret this Policy. Periodically, but at least every three (3) years, the President or the President’s designee will conduct an evaluation of this Policy and formulate amendments for the consideration of the Trustees of the University.

4. Enforcement

The Vice Chancellor for Research may refer any matter to the appropriate University official for disciplinary or other appropriate action. If a matter involves a Conflict of Interest under the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Vice Chancellor for Research shall refer the matter to the Conflicts Committee.

5. Appeals

A Faculty Member may request that the Vice Chancellor for Research review any decision of the member’s Department Chair concerning Outside Activities. A Faculty Member may appeal any decision of the Vice Chancellor for Research by requesting a review of the decision by the President or the President’s designee. The decision of the President shall be final.

6. Other Policies

As noted above, Outside Activities may involve other University policies, such as the Intellectual Property Policy, the Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, and the Policy on Compensation for Certain Additional Professional Services (to the extent not superseded by this Policy). Faculty Members should refer to these other policies as necessary.

N. THE UNIVERSITY OF MASSACHUSETTS POLICY ON CONFLICTS OF INTEREST

Under most circumstances, conflicts of interest involving individuals associated with the University are addressed by Chapter 268A of the Massachusetts General Laws, which governs the conduct of public officials and employees. However, pursuant to Massachusetts General Laws Ch. 75 §14A, in the area of intellectual property and technology transfer this policy is controlling. In matters not addressed by this policy, the provisions of Chapter 268A apply.

1. Definitions

As used in this Policy, the following words shall have the following meanings:

a) Chair - The Chairperson of the Conflicts Committee, as described in detail below.

b) Clinical Research - Research involving human subjects.

c) Company - Any corporation, partnership, association, or other legal entity, excluding entities controlled by the United States government, the Commonwealth of Massachusetts, and the University. A Company shall include all affiliates and other associated entities.
d) **Conflict of Interest** - (i) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University or the public or (ii) the reasonable appearance of such a conflict to the public. The University recognizes that the mere existence of a conflict of interest is not improper, but could lead to apparent or actual improper behavior. This Policy seeks to manage conflicts of interest to minimize both the appearance of improper behavior and the harm that could result from actual improper behavior. The University does not require disclosure and review of every Conflict of Interest, but only those involving a Financial Interest and certain situations, as described below.

e) **Conflicts Committee** - A five-campus committee that reviews and manages conflicts of interest, as further described in paragraph 2 below.

f) **Covered Individual** - Any individual associated with the University, including without limitation faculty, staff, and students, but excluding members of the CVIP and Vice Chancellors for Research. Anyone who is not a Covered Individual remains subject to the more restrictive provisions of Mass. Gen. Laws Ch. 268A.

g) **CVIP** - The University Office of Commercial Ventures and Intellectual Property.

h) **Director** - The Executive Director of the CVIP.

i) **Equity** - All ownership interests in a Company and all rights to obtain ownership interests in a Company, including without limitation common or preferred stock, warrants, options, and partnership units, and also including compensation arrangements based on equity performance (e.g., phantom stock). "Equity" does not include ownership interests that are held through publicly-traded mutual funds.

j) **Financial Interest** - A Significant Financial Interest or Substantial Financial Interest, both as defined below.

k) **Non-Equity Compensation** - All compensation other than Equity that is provided by a Company or contractually promised by a Company, including without limitation salary, gifts, royalties, consulting fees, honoraria, goods, services, and travel expenses. "Non-Equity Compensation" does not include compensation that is provided by the University pursuant to (i) its Intellectual Property Policy or by another educational or research institution pursuant to a similar policy or (ii) University-approved research funding.

l) **Significant Financial Interest** - Has either of the following meanings.

1) **Clinical Research** - In relation to Clinical Research that is performed or directed by a Covered Individual, "Significant Financial Interest" means (i) any Equity in a Company that is directly owned by, or is under the control of, a Covered Individual or a member of the
individual’s immediate family or (ii) Non-Equity Compensation from a Company in an aggregate amount greater than $1,000 within the prior twelve-month period that is directly or indirectly received by or contractually promised to a Covered Individual or a member of the individual’s immediate family.

2) **Non-Clinical Research** - In relation to research other than Clinical Research that is performed or directed by a Covered Individual, "Significant Financial Interest" means either (i) Equity that represents more than one percent (1%) of the total equity in a Company or has a total current value of more than $10,000 that is directly owned by, or is under the control of, such Covered Individual or a member of the individual’s immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than $10,000 within the prior twelve-month period that is received by or contractually promised to a Covered Individual or a member of the individual’s immediate family.

m) **Substantial Financial Interest** - Has either of the following meanings.

1) **Clinical Research** - In relation to Clinical Research that is performed or directed by a Covered Individual, "Substantial Financial Interest" has the same meaning as "Significant Financial Interest."

2) **Non-Clinical Research** - In relation to research other than Clinical Research that is performed or directed by a Covered Individual, "Substantial Interest" means either (i) Equity that represents more than five percent (5%) of the total equity in a Company or has a total current value of more than $100,000 that is directly owned by, or is under the control of, such Covered Individual or a member of the individual’s immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than $100,000 within the prior twelve-month period that is received by or contractually promised to a Covered Individual or a member of the individual’s immediate family.

n) **Vice Chancellor for Research** - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

2. **Administration of Policy**

a) ** Philosophy and Authority of Conflicts Committee**

The University assumes that its faculty and staff act with the highest level of personal responsibility, integrity and commitment to the University. Nevertheless, complex situations can arise involving Conflicts of Interest that require specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, the Committee will have the authority on behalf of the University to review
conflicts disclosures and to dispose of conflicts involving Financial Interests in a fair and objective manner, utilizing the knowledge and judgment of Committee members and other resources the Committee desires to access. The Committee will have broad discretion in resolving Conflicts of Interest. Over time, decisions made by the Committee may become precedents that will be used for guidance by the Committee to assure continued principled decision making. Some decisions may periodically be communicated (in a non-identified fashion) to faculty and staff in the form of advisories or guidelines. It is anticipated, for example, that promptly after its formation the Committee will establish and distribute advisories regarding typical Conflict of Interest situations with their appropriate resolution.

The Committee has no authority with regard to Conflicts of Interest that do not involve a Significant Financial Interest or Substantial Financial Interest. All Conflicts of Interest outside the authority of the Committee are left entirely to campus-based procedures (if any).

b) The Conflicts Committee

This Policy will be administered by a thirteen-member, University-wide Committee consisting of one member of the faculty at each campus appointed under procedures established by the campus; the Vice Chancellor for Research or the Vice Chancellor’s designee at each campus; the President or the President’s designee; and two non-voting members who the President may appoint from outside the University. The Provost will appoint the UMass Dartmouth faculty member to the Conflicts Committee. The appointed faculty member will ordinarily come from either the Science or Engineering Academic Council, depending on the overall composition of the Conflicts Committee, and the nature of the cases being considered. The President shall annually select the Chair of the Committee from among the voting members. The faculty members of the Committee shall serve three year terms and may not serve more than two consecutive terms.

The Committee shall meet on a regular basis. The Vice Chancellor for Research shall collect disclosures on each campus, and the Chair shall be responsible for collecting disclosure forms from the Vice Chancellors of Research, distributing forms in advance of meetings, scheduling meetings, and setting the agenda. Members may participate in meetings using voice or video-conferencing technology, provided that all members shall receive advance notice of all meetings. Decisions of the Committee will be made by a majority of the Committee's voting members in as expeditious a manner as possible and will be recorded in written minutes.

The Director and the General Counsel or their respective designees may attend all meetings of the Committee. The Director and the General Counsel shall be informed of the date, time and place of all meetings in the same fashion as Committee members and
shall be furnished with all information provided to Committee members.

3. Policy

a) Disclosure of Financial Interests

All Covered Individuals must disclose a Significant or Substantial Financial Interest to the Vice Chancellor for Research or the Vice Chancellor's designee in situations in which the Financial Interest may present a Conflict of Interest involving the use of students, technology transfer activities or the outcome of research that is performed or directed by that Covered Individual with significant use of University funds, facilities or equipment. In addition, some federal agencies and non-profit organizations may require disclosure of a Financial Interest under certain circumstances. The CVIP will prepare appropriate disclosure forms and make them available on campus.

The following situations require disclosure at the time noted in each paragraph:

(1) Company-Sponsored Research Proposals - If a Covered Individual intends to perform or direct Company-sponsored research at the University, and if the Covered Individual has a Financial Interest in that Company, or has received a Financial Interest from that Company, then the Financial Interest should be disclosed to the Vice Chancellor for Research and allowed in accordance with this Policy before the Covered Individual submits to the University a proposal relating to such research.

(2) Company-Sponsored Research - If a Covered Individual performs or directs Company-sponsored research at the University, and if the Covered Individual intends to receive or actually receives a Financial Interest in that Company or from that Company at any time (i) during the conduct of the research or (ii) within one year after cessation of the research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and allowed in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.

(3) Government and Non-Profit Institution Grant Applications - In general, if a Covered Individual intends to submit an application for research funding from a U.S. Government agency or a non-profit institution, then the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such application. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that a Covered Individual first disclose to the Vice Chancellor for Research and obtain approval of (i) certain of the
individual's Financial Interests that would reasonably appear to be affected by the proposed research and (ii) certain of the individual's Financial Interests in any Company whose financial interests would reasonably appear to be affected by the proposed research.

(4) **Government and Non-Profit Institution-Funded Research** - If a Covered Individual performs or directs research that is funded directly or indirectly by a U.S. Government agency or a non-profit institution, the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such funding. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that if a Covered Individual intends to receive or actually receives (i) a Financial Interest that would reasonably appear to be affected by the proposed research or (ii) a Financial Interest in any Company whose financial interests would reasonably appear to be affected by the proposed research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and allowed in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.

(5) **Licensing to Certain Companies** - If a Company intends to obtain a license to University-owned intellectual property, directly or indirectly, and if the Covered Individual who developed, discovered, or created that intellectual property or who is involved in negotiating the license (i) becomes aware of such intention and (ii) has a Financial Interest in that Company, the Financial Interest must be immediately disclosed to the Vice Chancellor for Research, who shall notify the CVIP. If the Director or a member of the CVIP staff or the Vice Chancellor for Research has such a Financial Interest, it must be disclosed to the President or the President’s designee.

(6) **Involvement of Students** - Although involvement of students in the outside professional activities of faculty under certain circumstances may enrich the students' educational experience, such activities have the potential to create a Conflict of Interest when the faculty member has a role in supervising the student's research, classes, or graduate teaching work. Therefore, involvement of a student in the outside professional activities of a faculty member who has any role with respect to the academic progress of the student may only be undertaken after disclosure to and approval of the Department Chair. In addition, if a faculty member intends to receive or actually receives a Financial Interest in a Company, and if the Covered
Individual supervises or otherwise has control over students who will be involved in work for the Company, then the Covered Individual must disclose the Financial Interest and planned student involvement to the Vice Chancellor for Research and receive allowance in accordance with this Policy before the assistance of students in such work commences, even if approved by the Department Chair.

(7) Changes to a Financial Interest - All Covered Individuals must disclose significant changes in previously disclosed Financial Interests. A Financial Interest that becomes a Substantial Interest is always considered a significant change.

b) Management of Conflicts

Covered Individuals are generally prohibited from having a Conflict of Interest that is disclosable under Section IV.A. unless the University has reviewed and allowed both the activity and the Financial Interest. There are two different procedures for review and allowance of these Conflicts of Interest, as set forth below. If a Conflict of Interest involves a Substantial Financial Interest, it necessitates rigorous review that may result in prohibition or allowance accompanied by conditions. On the other hand, if a Conflict of Interest involves a Significant Financial Interest and not a Substantial Financial Interest, then the Conflict of Interest ordinarily requires a less rigorous review process and ordinarily will be allowed.

(1) Expedited Review and Allowance of Conflicts - If a Conflict of Interest does not involve a Substantial Financial Interest, then the Conflict of Interest will ordinarily receive expedited review and allowance. Under this expedited procedure, the Vice Chancellor for Research member of the Committee will review the disclosures submitted by Covered Individuals at the Vice Chancellor’s campus and either grant preliminary allowance or recommend review by the full Committee. All Conflicts of Interest that are granted preliminary allowance will be placed on a list that is provided to the full Committee. The Chair of the Committee may select disclosures on the list for review by the full Committee on the regular agenda; all disclosures not selected will be finally allowed at the conclusion of the meeting. The Committee may establish conditions to manage certain categories of these Conflicts of Interest under special or unusual circumstances.

(2) Full Review and Allowance of Conflicts - If a Conflict of Interest involves a Substantial Financial Interest, the Vice Chancellor for Research member of the Committee will forward the disclosure to the Chair for inclusion on a
Committee meeting agenda. The Chair will also include on the meeting agenda any other disclosures that have been selected by the Vice Chancellor for Research as appropriate for full review. The Conflicts Committee will regularly review and dispose of all such Conflicts of Interest as described in detail below, as expeditiously as possible.

(a) **Interim Measures** - The Conflicts Committee or its Chair, in consultation with the Vice Chancellor for Research of the campus, may impose any measures that it finds necessary or desirable to preserve the existing situation until a formal review is completed. Such measures may allow a Conflict of Interest to exist, with or without conditions, while a formal review is pending.

(b) **Review of Conflicts** - The Conflicts Committee will formally review all conflicts disclosures that (i) involve a Substantial Financial Interest, (ii) are recommended for full review by the Vice Chancellor for Research, or (iii) are selected by the Chair from the list of other disclosures for expedited review. In the case of a Conflict of Interest involving a Substantial Financial Interest, the Conflicts Committee will ordinarily permit such a Conflict of Interest to exist only under certain conditions, which are intended to minimize any harm that could result from the Conflict of Interest.

(c) **Disposition of Conflicts** - After completing the formal review, the Conflicts Committee may decide upon one or more of the following dispositions:

1. postpone consideration of the matter pending further information or investigation;
2. allow a Conflict of Interest because the circumstances require no action;
3. allow a Conflict of Interest with conditions, such as
   - public disclosure of the Financial Interest in publications describing the research results;
   - independent monitoring of the research;
   - modification of the research plan;
• imposition of a holding period on the stock or other security in the case of a Financial Interest consisting of Equity, which will minimize the appearance of influence on the outcome of the research; or

(4) prohibit a Conflict of Interest with compliance steps to remove the conflict, such as

• divestiture of the Financial Interest;

• disqualification of the Covered Individual from the research.

In addition to the above, the Committee may refer the matter to the appropriate University official or committee for disciplinary action or other appropriate action.

4. Public Statements

A number of problems may be posed when statements are made by scientists about research before the research has been publicized in scholarly journals or symposia, when the scientist has a Financial Interest in a Company that stands to benefit from the research. In order to avoid any such occurrences at the University, all Covered Individuals who perform or direct research for a Company in which they have a Financial Interest must refrain from making public statements about the results of any research relating to that disclosure prior to (i) publication of the results in a recognized scholarly journal or (ii) presentation of the results at a recognized scholarly meeting. The Vice Chancellor for Research may make exceptions to this rule in appropriate cases. This restriction applies whether or not the University allows an activity that presents a Conflict of Interest to continue after review.

5. Appeals

A Covered Individual may appeal an initial decision of the Committee by requesting a rehearing of the matter. The rehearing shall occur at the next regularly scheduled meeting of the Conflicts Committee. At the rehearing, the Covered Individual may personally appear before the Committee and shall have the right to be accompanied by counsel or a union representative. The Committee shall establish written procedures for the conduct of hearings. The Committee shall issue a reconsidered decision promptly after the conclusion of the rehearing.

A Covered Individual may appeal an initial decision of the Committee or a decision made by the Committee after a rehearing, in each case by requesting a review of the decision by the President or the President’s designee. At the President’s discretion, such appeal may be a review of the documentary record of the decision or may include a meeting with the Covered Individual and member(s) of the Committee. The decision of the President shall be final.
6. Periodic Review of Policy

At least every three years following adoption of this Policy, the Conflicts Committee will conduct an evaluation of this Policy and, if necessary formulate amendments for consideration by the President of the University.

The Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures (the “Policy”) attached as Exhibit A to this Memorandum is hereby adopted for the University of Massachusetts Dartmouth.

With respect to conflicts of interest outside the scope of the Policy, such conflicts will continue to be governed by the State Ethics Law, Massachusetts General Laws Chapter 268A.
ARTICLE IX
SABBATICAL LEAVE

A. PURPOSE AND GOAL

1. The University shall award sabbatical leaves for the purpose of supporting and encouraging scholarship (research or professional activity) on the part of individual faculty members and librarians in order to strengthen the academic programs of the University.

2. The criteria upon which the merit of sabbatical leaves shall be judged shall be the quality of the proposed scholarship, the capacity of the applicant to conduct the work, reports on previous sabbatical leaves by the applicant, and the likelihood of the completion of the proposed project. The University shall make every effort to approve all meritorious sabbatical leave applications so that faculty/librarians can have a reasonable expectation that they will receive a sabbatical leave every seven years, assuming the submission of a meritorious sabbatical application. In order to facilitate this outcome, it is expected that departments, who have faculty/librarians on sabbatical leave, will normally meet their instructional/work responsibilities without requesting replacement funding. Exceptions would include, but not be limited to, departments with a) a small number of faculty or b) a relatively large proportion of required courses for their degree programs and library divisions providing a relatively large proportion of essential services.

B. Application Procedures

1. Each applicant for sabbatical leave shall propose a program of scholarship or professional activity, which is capable of being substantially advanced by means of the leave. The applicant shall indicate the nature of the program, its present state of development, and, in some detail, plans for advancing the program during the leave. A standard application form shall be utilized by all applicants who shall also submit (a) their curriculum vitae, (b) detailed information concerning previous reductions in teaching responsibilities in order to engage in research, scholarship or professional activity including all leaves of absence and (c) description of their proposed program of scholarship or professional activity with information concerning arrangements as to the place at which their work is to be carried out.

2. Each applicant for sabbatical leave shall, by October 1 in the year prior to the academic year in which the sabbatical is being requested, submit their application to the Chair of the department in which the applicant holds rank for review by the department’s faculty evaluation committee (FEC). In consultation with the Chair, the FEC shall (1) evaluate the merit of each sabbatical leave application in the department and (2) recommend the approval or disapproval of each application and forward it to the College Dean. The Chair shall prepare a cover letter to accompany the FEC’s recommendations, which shall contain any request for replacement funding. Any disagreement between the majority of the FEC and the Department Chair with respect to recommending or not
recommending a particular application for approval shall be resolved at the department level whenever possible. Otherwise, they shall be reported in detail to the College Dean. The Department Chair shall notify each applicant, in writing, concerning the FEC’s recommendation and the Chair’s recommendation. A notification of negative recommendation shall contain a detailed statement of the reasons. A request for reconsideration of either the FEC’s recommendation or the Chair’s recommendation shall be filed within 10 days of the date that the applicant receives notification from the Chair of the FEC’s and Chair’s recommendations. They shall be heard within the department in accordance with department policies, prior to the start of the review by the College Dean.

3. The department chair shall forward all sabbatical applications to the College Dean by November 1. The College Dean shall evaluate the applications from all departments in the college, taking into account the FEC and Chair recommendations. The Dean shall review any differences of opinion referred to the dean by the departments and act in accordance with her/his own best judgment on the dispute. The College Dean shall notify each applicant, in writing, concerning her/his recommendation. A notification of a negative recommendation shall contain a detailed statement of the reasons. Appeals of the Dean’s recommendation shall be filed within 10 days of the date that the applicant receives notification from the dean. The Dean, prior to the review by the Provost, shall hear all appeals. The Dean shall forward her/his recommendation to the Provost by December 1. The Dean shall prepare a cover letter to accompany the college recommendation, which shall contain any request for replacement funding.

4. Taking into account the recommendations of the FEC, the Department Chair and the College Dean, the Provost shall evaluate all application for sabbatical leave and shall notify each applicant in writing concerning her/his recommendation. A notification of a negative recommendation shall contain a detailed statement of the reasons. Appeals of the Provost’s decision shall be filed within 10 days of the date that the applicant receives notification from the Provost and the Provost shall hear all appeals before forwarding her/his recommendations to the Chancellor by January 1. The Chancellor by the start of the Spring semester will announce the approval of sabbaticals.

C. Sabbatical Policies

1. Sabbatical leaves shall ordinarily be limited to tenured faculty members and librarians who are members of the bargaining unit.

2. Sabbatical leaves shall be granted only in connection with proposed or ongoing programs that promise to enhance the professional competence and improve the professional standing of the faculty member/librarian.

3. Sabbatical leaves ordinarily shall not be granted to faculty member/librarian in order: (a) to revise books designed primarily for use as texts, (b) to retrain or develop competencies primarily for a different
professional position; (c) primarily to visit various
locations of general, professional, or academic interest;
(d) to perform full-time duties at another institution
similar to the duties presently performed at UMass
Dartmouth; (e) to complete a doctoral or other terminal
degree. Sabbatical leaves for a semester at full pay
shall not be granted to a faculty member/librarian if,
during the leave, the faculty member is to undertake full-
time or part-time employment.

4. Within 60 days following resumption of regular duties at
the University, the faculty member/librarian shall submit
a written report to the department Chair, to the dean, and
to Provost, describing the personal scholarly activities
during the sabbatical leave. The report shall become a
part of each faculty member/librarian’s service record as
a basis for evaluation of subsequent leave requests. An
individual granted a sabbatical leave assumes a
professional obligation to return to UMass Dartmouth for a
period of at least one year subsequent to the leave.

5. Sabbatical leaves shall be for a) one semester at full
pay, or b) one academic year at half-pay or c) a semester
every three and one-half years at half-pay.

6. A first sabbatical leave shall be granted only to a
faculty member/librarian who will have completed six years
of full-time service by the time the leave begins. Full-
time service on a temporary appointment shall count toward
a sabbatical leave. Periods of time on leaves of absence
without pay shall normally not count toward a sabbatical
leave.

7. A subsequent sabbatical leave may not begin before a
faculty member/librarian has completed full-time service
for six years (i.e., 72 months) since the end of his or
her most recent sabbatical leave.

8. Faculty members/librarians may postpone, upon the request
of their department and the approval of the dean, an
approved sabbatical leave for up to three academic years.
Such years will count as full-time service toward the
faculty member’s next sabbatical leave.

9. Upon the granting of sabbatical leave, the faculty
member/librarian shall enter into a written agreement with
the University that upon termination of such leave the
individual will return to the service of the University
for a period of one (1) year if the individual has been
granted either a leave of one (1) year at half pay or a
leave one-half (1/2) year at full pay. In default of
completing such specified service, the individual will
refund to the Commonwealth, unless excused there from by
the President, an amount equal to such proportion of the
salary received by the individual while on leave as the
amount of services not actually rendered as agreed bears
to the whole amount of service agreed to be rendered.
ARTICLE X
RETRENCHMENT AND AFFIRMATIVE ACTION

A. SOLE CONTRACTUAL PROVISION

This retrenchment and affirmative action provision of the Agreement between the parties constitutes the sole contractual provision covering such matters.

B. GENERAL PROVISIONS

1. The term "Retrenchment" as used in this Agreement means the layoff of any unit member due to financial exigency and/or substantial declining enrollment or declining enrollment in a context of financial exigency, and does not mean termination.

2. The Chancellor or designee shall meet in advance to discuss with the Federation any proposed changes, including reduction, curtailment, modification or discontinuance of programs which will lead to a reduction in Unit size.

3. Where a demonstrable, bona fide financial exigency requires the retrenchment of an employed unit member, the Chancellor or designee shall meet to discuss with the Federation the University's plan for a systematic retrenchment of unit members.

4. The Chancellor or designee shall demonstrate financial exigency and shall provide the Federation with accurate information, statistics or financial data related to any change or plan. It is understood, however, that this obligation shall not impose upon the University the requirement to compile information and statistics in the form requested unless such data already is compiled in that form.

5. In adopting a plan or policy of retrenchment, the judgment of the Board of Trustees shall be final, except as otherwise limited by any provision of this Agreement or by applicable law. The University agrees that it will not reduce Unit size in an arbitrary, capricious or unreasonable manner.

6. If retrenchment is necessary, members of the bargaining unit over sixty-five (65) years of age eligible for retirement shall be urged to retire.

7. Before implementing retrenchment under this Article, and where it is clearly necessary to prevent retrenchment, the University shall (1) discontinue part-time appointments and (2) incorporate courses then currently being given under the auspices of the Professional and Continuing Education into the regular work.

C. REASSIGNMENT

1. General Reassignment

Whenever it shall have been determined to be necessary to retrench any unit member, such member shall, if possible, first be offered reassignment to a position with another Department of the University whenever said member is
qualified under Article VIII. F., for such reassignment in terms of training and/or experience.

2. Effort to Avoid Future Retrenchment by Reassignment

Whenever current enrollment trends reasonably suggest the strong possibility of future retrenchment due to substantial enrollment declines in the near future, the University shall make every effort to prevent the need for such retrenchment in a given department by transferring faculty members first to another department in the same college, if possible, or to a department in another college provided, however, that said faculty member can be assigned courses which that person is academically qualified to teach and provided that no more senior faculty member in the other department shall be displaced or terminated.

3. Imminent Retrenchment Reassignment Not Under Financial Exigency

Should retrenchment become imminent because of substantial enrollment declines that are not occurring in the context of financial exigency, the University not only will follow the above steps leading to possible relocation of member(s) but, within the resources available, will provide reasonable expenses to cover the cost of retraining and will provide reasonable reassignment time to enable the individual to fill the needs that person was previously incapable of providing. Retrained faculty members shall be retained in their new departments or positions only upon the demonstration of competent performance. In situations not involving financial exigency, first priority for relocation and retraining must go to persons, if any, who were transferred to a program under the preventative provisions of the previous paragraph (effort to avoid future retrenchment by reassignment).

4. Retrenchment Reassignment Under Financial Exigency

When financial exigency is involved, the Chancellor will upon request of the retrenched unit member, authorize retention of such member where, with limited retraining, the unit member would be able to perform in a vacant position in the University.

D. ORDER OF RETRENCHMENT

If all reasonable efforts to find alternatives to retrenchment are exhausted and retrenchment is required as a last resort, the order of faculty retrenchment shall be as indicated below. It is understood that this order shall be absolute in any retrenchment situation, anything to the contrary notwithstanding.

The most senior faculty, librarian or technician, as the case may be, shall be retained subject to the conditions stated below. There shall be three (3) seniority lists for members of the bargaining unit, made up as follows:
1) all persons who are members of the bargaining unit as of June 30, 1976; and
2) all male non-minority persons who become members of the bargaining unit July 1, 1976 or later; and
3) all minority persons and women who become members of the bargaining unit July 1, 1976 or later.

In the event of retrenchment, the following order of seniority will be followed:

1) the persons laid off shall be from lists (2) and (3) above, in such a way as to preserve the same percentage of minorities and women within the bargaining unit as existed prior to retrenchment, with those persons with least seniority being the first laid off from each list; and
2) no one from list (1) will be laid off while there are still persons on lists (2) and (3); and
3) in the event that it is necessary to lay off persons on list (1), except in the most unusual circumstances, those faculty members having least seniority would be the first laid off. The most senior faculty, librarian or technician, as the case may be, shall be retained, except where the more senior faculty member is not qualified for the available work and is not eligible under paragraph C. Sections 3. or 4. for retraining.

E. RECALL

Whenever during the term of this Agreement, it shall be necessary to fill positions that are vacant in the bargaining unit due to retrenchment pursuant to this Article, the most senior member, in terms of University service, shall be reappointed. Any such member so reappointed shall retain all the rights and privileges accrued during previous employment.

F. NOTIFICATION

The University will notify the unit member affected as soon as practicable, recognizing that, when circumstances permit, the effective date of said notice will be at least one (1) year in advance. The parties further agree that where retrenchment involves financial exigency, it is understood that whenever possible in the case of tenured unit members, notification for retrenchment shall be one (1) calendar year before the effective date of such retrenchment; that the University may retrench tenured unit members in situations involving financial exigency without providing such notice upon mutual agreement to make immediate, full tender of severance pay in the amount of sixty (60%) percent of the salary which would have been due the retrenched individual over the next twelve (12) month period if the entire notice period is dispensed with, or a proportionate amount if some lesser amount of the notice is dispensed with.
ARTICLE XI
SALARY AND FRINGE BENEFITS

PREAMBLE

1. The cost items contained in this Agreement including sections A, B, C, and D are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board of Trustees in which case the cost items shall be effective on the dates provided.

2. All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

3. The Board of Trustees shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

4. Bi-Weekly Payroll and Automatic Deposit

   a. The parties acknowledge that the University will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Faculty Federation agrees to support the University’s implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to biweekly payroll system). The University and the Faculty Federation will establish a Special Labor-Management Committee made up of an equal number of Faculty Federation representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems.

   b. The University and the Faculty Federation agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

   c. Given our current level of understanding of these proposals we accept them in principle providing that they become the standard across the University, and it can be demonstrated that such procedures are in keeping with the laws of the Commonwealth.
A. SALARY SCHEDULE

1. All monies which are designated in the budget (the AA account) for the salaries of the members of the bargaining unit shall be allocated solely for such salaries. Provided, however, where the law allows under fiscal autonomy, the administration of the University may temporarily for cause use a faculty position, as designated in the AA account, for duties other than teaching after consultation with representatives of the Faculty Federation.

2. Full-Time members of the bargaining unit who are on the payroll on the effective dates of salary rate increments listed in this Agreement shall receive the salary rate increments listed in this Article. Salary provisions applying to Part-Time Lecturers are indicated in Article XV.

3. Leave, Sabbatical, and Periodic Multi-Year Review Exemptions:

a) Full-time members of the bargaining unit on unpaid or sabbatical leave shall be said to have met the requirements for rate increases including Merit I, Merit II, and Minimums in this Article during the period of their leave.

b) Full-time members of the bargaining unit who have undergone a periodic multi-year review, and who receive a rating of Excellent Sustained Performance or Generally Satisfactory Sustained Performance at three or more levels of evaluation, shall be said to have met the requirements for rate increases including Merit I, Merit II, and Minimums in this Article unless rated deficient. Deficient performance in a periodic multi-year review shall disqualify the individual for any Merit I or Merit II increase for that year, but in subsequent years progress toward the fulfillment of a development plan shall be considered during the annual evaluation.

4. Salary increases for all full-time members of the bargaining unit shall be as follows and shall be applied in the order as outlined below if applicable:

a) Period July 1, 2004 through June 30, 2005

1) Minimums Adjustment. Full-time members of the bargaining unit whose salary is less than the minimum salary for the various ranks shall have their salary rate increased to the appropriate minimum. Minimums effective July 1 2004 are:

   Full-Time Lecturer, $51,539; Instructor, $51,539;
   Assistant Professor, $55,330; Associate Professor, $64,796; Professor, $80,813;
   Chancellor Professor, $86,250; Library Assistant, $47,923; Assistant Librarian, $55,330; Associate Librarian, $64,796; Librarian, $80,813;
   Professional Technician IV, $47,906; Professional Technician III, $54,603; Professional Technician II, $61,883; Professional Technician I, $66,251.

The minimums effective on this date shall apply
to all individuals in rank and to those who will be in a new rank, September 1, 2004.

2) Effective September 1, 2004. Individuals who were promoted during the previous academic year shall receive a salary rate increment. Promotion amounts are $3000 for promotion to Assistant Professor, Assistant Librarian, or Professional Technician III, $6000 for promotion to Associate Professor, Associate Librarian, or Professional Technician II, $8000 for promotion to Chancellor Professor, Professor, Librarian, or Professional Technician I.

3) Effective February 1, 2005. Each member of the bargaining unit who was rated "Recommended" or "Highly Recommended" in the most recent annual evaluation shall receive a two percent (2%) increase to their base salary.

4) Effective February 1, 2005. A one percent (1%) Merit Pool of which 50% shall be Merit I and 50% Merit II, as described in Article XI.B.

b) Period July 1, 2005 through June 30, 2006

1) Minimums Adjustment. Full-time members of the bargaining unit whose salary is less than the minimum salary for the various ranks shall have their salary rate increased to the appropriate minimum. Minimums effective July 1, 2005 are:
   - Full-Time Lecturer, $51,539; Instructor, $51,539;
   - Assistant Professor, $55,330; Associate Professor, $64,796; Professor, $80,813;
   - Chancellor Professor, $86,250; Library Assistant, $47,323; Assistant Librarian, $55,330; Associate Librarian, $64,796; Librarian, $80,813;
   - Professional Technician IV, $47,906; Professional Technician III, $54,603; Professional Technician II, $61,883; Professional Technician I, $66,251.
   The minimums effective on this date shall apply to all individuals in rank and to those who will be in a new rank, September 1, 2005.

2) Effective September 1, 2005. Individuals who were promoted during the previous academic year shall receive a salary rate increment. Promotion amounts are $3200 for promotion to Assistant Professor, Assistant Librarian, or Professional Technician III, $6500 for promotion to Associate Professor, Associate Librarian, or Professional Technician II, $8500 for promotion to Chancellor Professor, Professor, Librarian, or Professional Technician I.

3) Effective February 1, 2006. Each member of the bargaining unit who was rated "Recommended" or "Highly Recommended" in the most recent annual evaluation shall receive a two percent (2%) increase to their base salary.

4) Effective February 1, 2006. A one percent (1%) Merit Pool of which 50% shall be Merit I and 50% Merit II, as described in Article XI.B.
Period July 1, 2006 through June 30, 2007

1) Minimums Adjustment. Full-time members of the bargaining unit whose salary is less than the minimum salary for the various ranks shall have their salary rate increased to the appropriate minimum. Minimums effective July 1, 2006 are:
   - Full-Time Lecturer, $51,539
   - Instructor, $51,539
   - Assistant Professor, $55,330
   - Associate Professor, $64,796
   - Professor, $80,813
   - Chancellor Professor, $86,250
   - Library Assistant, $47,323
   - Assistant Librarian, $55,330
   - Associate Librarian, $64,796
   - Librarian, $80,813
   - Professional Technician IV, $47,906
   - Professional Technician III, $54,603
   - Professional Technician II, $61,883
   - Professional Technician I, $66,251

The minimums effective on this date shall apply to all individuals in rank and to those who will be in a new rank, September 1, 2006.

2) Effective September 1, 2006. Individuals who were promoted during the previous academic year shall receive a salary rate increment. Promotion amounts are $3400 for promotion to Assistant Professor, Assistant Librarian, or Professional Technician III, $7000 for promotion to Associate Professor, Associate Librarian, or Professional Technician II, $9000 for promotion to Chancellor Professor, Professor, Librarian, or Professional Technician I.

3) Effective February 1, 2007. Each member of the bargaining unit who was rated "Recommended" or "Highly Recommended" in the most recent annual evaluation shall receive a two percent (2%) increase to their base salary.

4) Effective February 1, 2007. A one percent (1%) Merit Pool of which 50% shall be Merit I and 50% Merit II, as described in Article XI.B.

5. If a tenured member of the bargaining unit, aged fifty-five (55) or older, has served the University for twenty (20) years or more and has filed an intent to retire at the end of the coming year in writing with the Chancellor prior to September 1 of the last year of service and the intent to retire has been accepted by the Chancellor, the Chancellor shall promote the retiring individual one rank, or in the case of Professor, Chancellor Professor, Librarian, or Professional Technician I, equivalent to one rank above that which the individual holds.

If the individual rescinds the intention to retire, any increased rank or salary increment shall be forfeited and any money realized from the promotion or salary increment shall be paid back in the same manner it was paid out.

Nothing in this policy shall prevent an individual from achieving promotion under the procedures described in Article VII. K. (Promotion) of this Agreement.

6. Each person at the rank of Professor or Chancellor Professor (or the top rank of Librarians or Professional Technicians) who has completed a PMYR process with a
positive outcome shall receive a rate increase of $2000 and again each time they participate successfully in PMYR. This provision shall apply to all persons at these ranks and having completed PMYR during 2004-2005 academic year or later. This provision terminates with the expiration of this agreement.

7. Permanent Part-time Employees

a) A permanent part-time employee shall be entitled to the provisions of this Article in the proportion that the employee's service bears to full-time service.

b) Permanent part-time employees, for purposes of this Article, shall be defined as members of the bargaining unit employed as of June 30, 1983, and still employed as of the date of the signing of this Agreement, and who work fifty (50%) percent or more of the full-time workload, as defined in this Agreement.

8. Department Chairpersons’ and Library Division Heads’ Stipend

a) Each Chairperson of an academic department shall receive an annual stipend. Effective September 1, 2004, the amount of the stipend shall be $6700.

Effective September 1, 2005 the amount of the stipend shall be $7000.

Effective September 1, 2006, the amount of the stipend shall be $7300.

A labor and management committee will be formed to evaluate a differential compensation mechanism.

b) Each Head of a Library Division shall receive an annual stipend. Effective September 1, 2004, the amount of the stipend shall be $1700.

Effective September 1, 2005, the amount of the stipend shall be $1850.

Effective September 1, 2006, the amount of the stipend shall be $2000.

9. Director and Coordinator Stipends

The Provost shall annually publish a list of full-time faculty members, not to exceed thirty (30) persons, who serve as Directors or Coordinators. Effective September 1, 2004, each individual on this list shall receive an annual stipend of $1150. Failure to receive the stipend shall not be grievable.

10. Prior Contract

The parties agree that there is no outstanding obligation for monies not previously disbursed for in-service or merit recognition bonuses, distinguished service awards or career training under any prior agreement.
11. Members of the bargaining unit in receipt of bona fide written offers of employment from other institutions of higher learning will be eligible to renegotiate the terms of their individual contracts. The Department Faculty Evaluation Committee and the Department Chairperson shall each forward a recommendation to the Dean on terms of any new contracts. After conferring with the Department Chair, the Dean shall recommend terms of the new contract for the approval of the Provost and the Chancellor. The conditions of any new contract of employment covered by the bargaining unit shall not be contrary to any provision of this agreement.

B. MERIT AWARDS

1. MERIT I.


   b) Awards for academic year July 1, 2005 through June 30, 2007. A salary rate increment, as specified in Article XI. A. 4. a. 4; Article XI. A. 4. b. 4; and Article XI. A. 4. c. 4., shall be paid to each full-time faculty member who has been evaluated as indicated in the annual evaluation process (Article XI. B. 3. a.) by the Department Chairperson and the Faculty Evaluation Committee. A salary rate increment, as specified in Article XI. A. 4. a. 4; Article XI. A. 4. b. 4; and Article XI. A. 4. c. 4., shall be paid to each librarian who has been evaluated as indicated in the annual evaluation process (Article XI. B. 3. b. 1.) by the Division Chairperson and the Library Evaluation Committee. A salary rate increment, as specified in Article XI. A. 4. a. 4; Article XI. A. 4. b. 4; and Article XI. A. 4. c. 4., shall be paid to each professional technician who has been evaluated as indicated in the annual evaluation process (Article XI. B. 3. c. 1) by their Department Chairperson, Department Head or immediate supervisor.

2. MERIT II.


   b) July 1, 2005 to June 30, 2007

Separate amounts equal to the percent indicated of the total annual payroll of all full-time faculty, librarians, and professional technicians, as of the day prior to the effective date, shall be made available as Faculty/Professional Technicians, and Librarian, Merit II Funds. The Faculty/Professional Technicians Merit II Fund shall be allocated among the Academic Departments in proportion to the number of full-time Faculty/Professional Technicians.
employed within each Academic Department. The Librarian Merit II Fund shall be allocated among the librarians. Awards shall be paid only to full-time members of the bargaining unit. A salary rate increment shall be paid from the Faculty/Professional Technicians Merit II Fund to each full-time member who has been evaluated as indicated in the annual evaluation process (Article XI. B. 3. a. 2 and Article XI B.3.c.2). A salary rate increment shall be paid from the Librarian Merit II Fund to each librarian who has been evaluated as indicated in the annual evaluation process (Article XI. B. 3. b. 2)

3. DETERMINATION OF MERIT AWARDS

a) For Faculty to be considered for a Merit award

1) Merit I - Awards under this category shall be based upon the annual evaluations prepared for each member of the bargaining unit. Individuals shall receive a Merit I increase if they are Recommended or Highly Recommended by both the FEC and Chairperson. Merit I awards shall be subject to Article XVII Grievance Procedures.

2) Merit II - Awards under this category shall be based upon the annual evaluations prepared for each member of the bargaining unit. To be eligible individuals must be Highly Recommended by the FEC, the Chairperson and the Dean. The Chairperson, in consultation with the FEC, shall prepare a list with the names of all eligible faculty and the recommended Merit II award amounts. The list shall be submitted to the Dean for the Dean’s approval. The Dean can either approve the recommended awards or return the list to the Chairperson with suggested changes and the reason for those changes. The Dean and the Chairperson will then meet to discuss the suggested changes. Following that meeting, the Chairperson, after consultation with the FEC, shall submit to the Dean a list containing the “final” Merit II award recommendations. The Dean can approve the recommended Merit II award amounts or make changes. The Dean will send a copy of the list containing the approved Merit II awards to the Chairperson and the Provost. Merit II awards shall not be subject to Article XVII Grievance Procedures.

b) For Librarians to be considered for a Merit award, it is necessary that the annual evaluation for the individual under consideration have at least a “Satisfactory” in all categories evaluated.

1) Merit I. Awards under this category shall be based on the evaluation for each member of the bargaining unit. Individuals shall receive a Merit I increase if they receive evaluations
from the Librarian Evaluation Committee or Division Head at least as follows:

(a) Excellent in Professional Effectiveness, or
(b) Very Good in Professional Effectiveness and Very Good performance in one (1) other category.

2) Merit II. Awards under this category shall be based upon the annual evaluations prepared for each member of the bargaining unit. Individuals shall receive Merit II increases if they receive evaluations from the Librarian Evaluation Committee or Division Head at least as follows:

(a) Excellent in Professional Effectiveness and Very Good performance in one (1) other category, or
(b) Very Good in Professional Effectiveness and Excellent in one (1) other category, or
(c) Very Good in Professional Effectiveness and Very Good in two (2) other categories.

c) For Professional Technicians to be considered for a Merit award, it is necessary that the annual evaluation for the individual under consideration have at least a “Satisfactory” evaluation in all categories evaluated.

1) Merit I - Awards under this category shall be based upon the annual evaluation prepared for each member of the bargaining unit. Individuals shall receive a Merit I increase if they receive evaluations from the Department Chairperson, Department Head or immediate supervisor at least as follows:

(a) Excellent in Professional Effectiveness, or
(b) Very Good in Professional Effectiveness and Very Good in one other category, or
(b) Very Good in Professional Effectiveness and Satisfactory in two others categories.

2) Merit II - Awards under this category shall be based upon the annual evaluation prepared for each member of the bargaining unit. An individual shall receive a Merit II increase if they receive evaluations from the Department Chairperson, Department Head or immediate supervisor at least as follows:

(a) Excellent in Professional Effectiveness and Very Good in one other category, or
(b) Very Good in Professional Effectiveness and Excellent in one other category, or
(c) Very Good in Professional Effectiveness and Very Good in two others categories.

C. PROFESSIONAL DEVELOPMENT RESEARCH ACCOUNTS

1. Effective September 1, 2004 separate amounts equal to two percent (2.0%) of the payroll of all lecturers (full-time and part-time), full-time faculty, librarians, and professional technicians, as of September 1, 2004, shall be made available as lecturers (full-time and part-time) tenure-track faculty, librarian, and professional technician Professional Development and Research Assistance (PDRA) Funds, respectively. The four PDRA funds will be made available to each part-time and full-time member of the bargaining unit on a pro-rate basis as an individual professional development and research assistance account. These funds will be available to each part-time and full-time member of the bargaining unit through the life of this agreement.

2. The funds providing for professional development and research assistance shall be made available additionally to members of the bargaining unit hired after the effective date of this Agreement on a pro-rate basis as follows:

a) two-thirds (2/3) of the amount available to persons hired before September 1, 2004 shall be available to persons hired after September 1, 2004, but before May 31, 2006.

b) one-third (1/3) of the amount available to persons hired before September 1, 2004 shall be available to persons hired after May 31, 2006.

3. For the duration of the Agreement, each full-time and part-time member of the bargaining unit is entitled to expend funds in their individual professional development and research account for any of the following purposes, consistent with University guidelines:

a) transportation costs, lodging, meals, registration fees, tuition/fees, reimbursement for personal automobile mileage expenses, and other incidentals incurred while traveling to, attending, and returning from a professional meeting or seminar, invited talk, or meeting of an editorial board.

b) transportation costs, lodging, meals, registration fees, reimbursement for personal automobile mileage expenses, library fees, and other incidentals incurred while conducting research.

c) membership dues paid to scholarly and professional organizations.

d) research and teaching materials including, but not limited to books, journals, data bases, statistical compilations, newspaper and magazine subscriptions, software, computer equipment, computer online
services, laboratory equipment, art and studio
supplies.
e) page costs, reprints, or other expenses incurred
in the publication and dissemination of scholarly
or creative works.

4. All professional development and research assistance funds
not encumbered at the close of business on March 31, 2007
will be recalled into a single pool for the purpose of
redistribution to persons making supplemental requests.
The single pool will be redistributed on an escalating
incremental basis until all monies are expended.

5. The PDRA Funds shall be expended exclusively by members of
the bargaining unit for the purposes listed in Item 3
above. The PDRA Funds may not be allocated by the
Trustees or officers of the University for any other
purpose and there shall be no exceptions to this
prohibition, including financial exigency.

6. No member of the bargaining unit shall be prohibited from
making any expenditure consistent with the purposes
specified in Item 3 above, so long as funds remain in
their individual Professional Development and Research
account.

D. BENEFITS

The members of the bargaining unit shall continue to be covered
by all the fringe benefits as provided by law.

1. Life Insurance

The Board shall continue to cover all employees of the
bargaining unit under the plan now in effect during the
term of this Agreement pursuant to the provisions of
M.G.L.A., Ch. 32A, Sec. 5, 6, 8, 10 and 10A.

2. Group Insurance

The Commonwealth and each covered employee shall pay the
monthly premium for the Group Health Insurance Plan in a
percentage to be determined by the General Court for the
type of coverage that is provided to employees and their
dependents under the Plan.

The parties recognize that the escalating cost of group
health insurance is a matter of mutual concern. Toward
that end, the parties agree to establish a labor-
management committee on Health Care Cost Containment. A
report of the Committee's findings shall be filed with the
Secretary of Administration and Finance.

3. Workmen's Compensation

The members of the bargaining unit shall be covered by the
provisions of Chapter 152 of the General Laws to the
extent that the Commonwealth has acted pursuant to Section
69 thereof to include them within the coverage of said
Chapter 152.
4. Travel Allowances

When a member of the bargaining unit is authorized to use a personal automobile for travel related to employment or is assigned to travel status, the individual shall be reimbursed for travel and meal expenses at the amount established in the Board of Trustees/University System Travel Policy.

5. Payment for Accumulated Sick Leave

Upon retirement, any member of the bargaining unit shall receive payment for accumulated sick leave for twenty (20%) percent of the total number of accumulated sick days. This amount shall not be counted to calculate retirement benefits. Upon the death of any member of the bargaining unit, the heirs of the member shall receive payment for accumulated sick leave for twenty (20%) percent of the total number of accumulated sick days of the member at the time of the member's death. This amount shall not be counted to calculate retirement benefits.

6. The Board of Trustees shall continue its policy of permitting the purchase of annuities by members of the bargaining unit pursuant to the provisions of M.G.L.A., Ch. 15, Sec. 18A.

7. Leaves of Absence

a) Sick Leave

All faculty members on the payroll prior to July 1, 1984, shall be granted thirteen and one-half (13-1/2) days sick leave per year; all other faculty shall be granted ten (10) days sick leave per year. Sick leave shall accrue monthly. Up to ten (10) days sick leave may be used for illness of a family member. A renewal of contract shall be deemed a continuation of service. Sick leave not used in any year may be accumulated. When a person is absent or it is anticipated that the person will be absent due to sickness for a period in excess of two (2) calendar weeks while classes are in session, the department should be provided monies to hire a temporary replacement provided that the faculty in the department are teaching approximately the maximum contract units and provided that there are unencumbered funds in the FRS system enumeration accounts. Faculty members shall be notified during the month of September of the amount of their accumulated sick leave.

b) Funeral Leave

Upon the death of the husband, wife, child, parent, spouse's parent, brother, sister, brother-in-law or sister-in-law, step child or grandparents of any member of the bargaining unit, or of a person living in the member's immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days per year.
c) Family Leave

It is understood that the provisions of the Family and Medical Leave Act of 1993 ("FMLA") apply to all eligible members of the bargaining unit and that when the collective bargaining agreement provides the same type of leave required under FMLA, any time spent by an employee on such contractual leave shall simultaneously be counted as FMLA leave. If the leave benefits provided in the collective bargaining agreement are less than those available under FMLA, the more generous provisions of the FMLA shall prevail. If the leave benefits provided in the collective bargaining agreement are greater than required by FMLA, the relevant provisions of the agreement shall be honored but the first 12 weeks spent on such contractual leave shall, if applicable, be counted as FMLA leave.

In the case of unpaid family leave, the unit member's salary shall be allocated to the department to hire a replacement, provided that, in the case of faculty members taking such leave, the faculty members in the department are teaching approximately the maximum contract units; and provided that there are funds in the update to FRS account enumeration. Where the leave extends more than a single semester, the need for a replacement will be reviewed by the Department Chairperson or their immediate supervisor.

Any non-tenured faculty member desiring a part-time appointment for the sole purpose of family leave shall have the part-time appointment count towards the residency requirements for tenure, on a prorated basis, if so requested. Any librarian or technician desiring a part-time appointment for the sole purpose of family leave shall have the part-time appointment count on a prorated basis towards the time required for appointment, on a prorated basis, if so requested.

d) Other Leaves

(1) Military Leave Rules and Regulations

Any persons in the service of the Commonwealth shall be entitled, during the time of service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60, of Chapter 33, of the General laws; or during an annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of ordinary remuneration as an employee or official of the Commonwealth, and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees or officials. (Section 59, of Chapter 33, G.L., as amended by Chapter 378, of the Acts of 1956.)

Any persons in the service of the Commonwealth who are members of a reserve component of the
armed forces of the United States and who are
called for duty other than the annual tour of
duty not exceeding seventeen (17) days shall
be subject to the provision of Chapter 708 of
the Acts of 1941, as amended, or of Chapter
805 of the Acts of 1950, and amendments
thereto.

Any persons who, on or after January first,
nineteen hundred and forty shall have tendered
their resignation from an office or position
in the service of the Commonwealth, or
otherwise terminated such service for the
purpose of serving in the military or naval
forces of the United States, and who do or did
so serve or were or shall be rejected for such
service, shall, except as otherwise provided
by Chapter 708 of the Acts of 1941, as
amended, be deemed to be or to have been on
military leave, and no such persons shall be
deemed to have resigned from office in the
service of the Commonwealth or to have
terminated such service, until the expiration
of two (2) years from the termination of said
military or naval service.

Any officers or employees of the Commonwealth
appointed by the Governor with the advice and
consent of the council or any employees of the
Commonwealth appointed by a Commissioner of a
Department, a commission or board with the
approval of the Governor and Council, or any
officers or employees appointed by the General
Court or either branch thereof who, on or
after June 25, 1950, shall have tendered their
resignation from an office or position in the
service of the Commonwealth for the purpose of
serving in the armed forces of the United
States while engaged in hostilities under the
flag of the United Nations, or in a state of
war arising out of and as the result of such
hostilities, and who so serve shall, except as
otherwise provided in Chapter 805, of the Acts
of 1950, and amendments thereto, be deemed to
be or to have been on leave of absence without
pay and no such persons shall be deemed to
have resigned from office or position in the
service of the Commonwealth, or to have
terminated such service, until the expiration
of ninety (90) days from the termination of
said service with the said armed forces;
provided, however, that such service shall not
be construed to include service for more than
four (4) years unless such further period of
service in excess of four (4) years was
involuntary service required by the Government
of the United States. This rule shall.terminate on July 1, 1966. (Section 25, of
Chapter 708, of the Acts of 1941, as amended
(Chapter 580, of the Acts of 1964). Leave of
absence with pay shall be granted to persons
on the occasion of appearances before local
draft boards or draft appeal boards, or for
physical examinations ordered by said boards.

A person who is rejected by the armed forces
of the United States shall be granted leave of
absence with pay from the time at which
ordered to report to the draft board until the
time of rejection, and, in addition, for such
period of time, not to exceed forty-eight (48)
hours, as may be required for travel in
connection therewith.

(2) Court Leave

Persons who are called for jury duty shall be
granted court leave. Notice of service shall
be filed with the Department Chairperson upon
receipt of summons. (Opinion of Attorney
General dated December 2, 1938.)

If jury fees received by a person amount to
more than the person's regular rate of
compensation, the person may retain the excess
of such fees and shall turn over the regular
rate of compensation together with a court
certificate of service to the appointing
authority, and shall be deemed to be on leave
of absence with pay. If the jury fees amount
to less than the person's regular rate of
compensation, the person shall be deemed to be
on leave of absence with pay and shall turn
over said fees with a court certificate of
service to the appointing authority.

Expenses reimbursed by the court for travel,
meals, room hire, etc., shall be retained by
the person and shall not be considered part of
the jury fees.

Persons who are summoned to appear as
witnesses on behalf of any town, city, county,
state or the federal government shall be
granted court leave; provided however, if any
person who is employed by the Commonwealth is
summoned to appear as a witness because of the
duties of an additional position whether on
part-time or not with a city, town, county or
federal government or otherwise, such person
shall not be granted court leave with pay.
Notice of service shall be filed with the
Department Chairperson upon receipt of
summons.

Witness fees and all other fees except jury
fees received for services during office hours
shall be paid to the Commonwealth. Whenever a
person is called for jury duty or summoned to
appear as a witness and such jury duty or
appearance occurs during the person's
vacation, there will be no necessity to
account for any fees received during such
period. Expenses reimbursed the person for
travel, meals, room hire, etc., shall be
retained by the person and shall not be considered as part of the witness fees.

When a person has been granted court leave for jury or witness service, and is excused by proper court authority, the person shall report back to the official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.

Court leave shall affect no employment rights.

Court leave shall not be granted when a person is the defendant or is engaged in personal litigation.

(3) Other Leave

To permit persons who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, Department Chairpersons/Library Division Heads shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers, or escorts participating in such services. Persons shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the appointing authority shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic inoculation shall cease.

Persons shall be entitled to leave of absence with pay for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

Leave of absence with pay may be granted to persons who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, Veterans of Foreign Wars, and Reserve Officers Association of the United States. Whenever such leave of absence with pay is granted to persons subject to this rule, such leave of absence will not be charged to available vacation leave credits.

Leave of absence with pay may be granted to persons who are officers, delegates or alternates of employee organizations for the purpose of attending conventions of their organizations. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence with pay and said absence shall not be charged against available vacation leave credits. Persons who are officers of employee organizations may be granted leave of absence with pay to attend hearings before state
legislative committees or commissions and not more than ten executive board meetings per calendar year. Persons who are officers or members of employees organizations may be granted leave of absence with pay to attend conferences with Department Chairpersons, boards or commissions in the interest of business pertinent to the membership of their organization and to the Commonwealth.

Leave of absence with pay, not to exceed two hours, shall be granted to any person, who makes application to be permitted to vote in the voting precinct, ward or town in which such person is entitled to vote; provided that the hour of opening and the hour of closing of the polls at such voting place would preclude the person working regular hours of employment and traveling to or from the polls.

(4) Leave for elective stay of probationary period of employment.

a) Any member of the bargaining unit may, for cause, request a stay of the probationary period (time period before consideration for tenure or other permanent appointment), for not less than one year, and not more than three (non-consecutive) years. The stay of probation is not intended to affect teaching responsibilities.

b) The following shall constitute cause:

(1) Childbirth or adoption;

(2) Significant responsibilities for elder care or care of dependent or domestic partner;

(3) Disability or chronic illness; or

(4) Circumstances beyond the bargaining unit member's control that may significantly affect progress toward tenure.

c) The member of the bargaining unit requesting such a stay must submit a request, in writing with sufficient certification, to the Department Chairperson and the College Dean. Such a request may be made any time prior to the conclusion of the academic year for which a stay is requested. A written request must be submitted for each subsequent year in which a stay is requested. All submitted documentation is to be considered confidential.

d) Only the bargaining unit member has standing to request a stay of the probationary period.
e) Decision made in such cases shall not be grievable.

8. Sick Leave Bank

The Sick Leave Bank established July 1, 1976, shall be maintained for the benefit of all those members of the bargaining unit who shall have chosen, pursuant to the terms of this Agreement, to become a member thereof.

Within ninety (90) days after the effective date of this Agreement or, in the case of any member of the bargaining unit first employed after such date, then on or before the date on which such member is first entitled to personal sick leave, the member may become a member of the Sick Leave Bank by assigning one (1) day of personal sick leave accumulation to the Bank.

During the term of this Agreement, a member of the bargaining unit who is not a member of the Sick Leave Bank may become so by assigning to the Bank, during the month of September, one (1) day of personal sick leave accumulation.

No member of the bargaining unit shall be entitled to become a member of the Sick Leave Bank except as provided above.

Assignment by a member of the bargaining unit of a personal sick leave day to the Bank shall be made in writing to the Vice Chancellor for Administrative and Fiscal Services. The Vice Chancellor for Administrative and Fiscal Services or designee shall maintain a register of the membership of the Sick Leave Bank and of the number of sick leave days accumulated in the Bank.

Five days after the exhaustion of personal sick leave accumulation, any member of the Sick Leave Bank may draw upon the Sick Leave Bank as needed.

Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen below fifty (50) days, the Vice Chancellor for Administrative and Fiscal Services shall so notify the President of the Federation, in writing, and any member of the Sick Leave Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice, assign one (1) additional day of personal sick leave accumulation to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted personal sick leave accumulation on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is next entitled to personal sick leave; and provided further that such member shall retain all rights in the Bank until such period for assigning an additional day shall have expired.

9. Waiver of Tuition

a) Members of the bargaining unit and members of their immediate family shall be allowed to enroll tuition free for courses offered at the University of Massachusetts (except for the Medical School).
Should any member of the bargaining unit become disabled or die, that individual (if living) and members of the individual's immediate family shall be allowed to enroll tuition free for state funded courses offered at the University of Massachusetts Dartmouth.

Members of the bargaining unit and members of their immediate family shall be allowed to enroll tuition free for credit and non-credit courses offered in the Professional and Continuing Education at the University of Massachusetts Dartmouth, provided that they shall not be counted in determining whether the course is canceled. Should any member of the bargaining unit become disabled or die, that individual (if living) and members of the individual's immediate family shall be allowed to enroll tuition free for courses offered in the Professional and Continuing Education, provided that they shall not be counted in determining whether the course is canceled.

b) Effective August 2, 1984, bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Higher Education Coordinating Council System wide Tuition Remission Policy for higher education employees.

10. Health and Welfare

a) Trust Agreement

The parties agree to maintain a Health and Welfare Fund under an Agreement and Declaration of Trust originally drafted by the Board of Regents and executed by the UMass Faculty Federation, Local 1895, Faculty, Librarians and Technicians Bargaining Unit. Such Agreement and Declaration of Trust provides for a Board of Trustees composed of equal representation of the Employer and the Union. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust, such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

b) Funding

Effective July 1, 2004, the Commonwealth shall contribute $11.00 per week per full time equivalent member of the bargaining unit.

Effective July 1, 2005, the Commonwealth shall contribute $11.00 per week per full time equivalent member of the bargaining unit.

Effective January 1, 2006, the Commonwealth shall contribute $12.00 per week per full time equivalent member of the bargaining unit.
Provided that the Board of Trustees of the Health and Welfare Fund to which bargaining unit members belong has implemented and funded an employee Day Care Assistant Pilot Program, the Employer agrees to contribute on behalf of each full-time employee an additional $1.00 for July 1, 2004 and July 1, 2005.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected. The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the October payroll period during such fiscal year.

c) Non-grievability

No dispute over a claim for any benefits extended by the Health and Welfare Fund shall be subject to the grievance procedure.

d) Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section b. above.

11. While the current same-sex marriage legislation is in effect the following language shall remain in effect: For an affected employee living in a state with provision for same-sex marriage, domestic-partner benefits will no longer be provided on or after January 6, 2006. Each member of the bargaining unit currently receiving domestic-partner benefits will be required to produce a certificate of marriage unless that member or partner resides in a state without provision for same-sex marriage.
ARTICLE XII
PROFESSIONAL AND CONTINUING EDUCATION

A. ADVISORY COMMITTEE

1. There shall be established an Advisory Committee for Professional and Continuing Education. The Committee shall be composed of seven (7) faculty members active in Professional and Continuing Education. These faculty shall be appointed by the Faculty Federation. There shall also be seven (7) students appointed by the Professional and Continuing Education Student Government. The Dean from each college offering degrees in Professional and Continuing Education, or designee, will be invited to participate in all Advisory Committee meetings. The term of office shall be two (2) years for the faculty and students, with the terms staggered. The Committee shall elect its own Chairperson.

2. The Committee shall meet with and advise the Dean of Professional and Continuing Education on such matters as the goals, procedures and policies of Professional and Continuing Education, and will work with the Dean to make certain that those matters are fully understood throughout the university.

3. Non-credit courses shall be reviewed by the Advisory Committee.

4. Copies of minutes of the meetings of the Advisory Committee shall be sent to the Provost, Deans and the President of the Faculty Federation.

B. CREDIT COURSES (Courses Carrying a Disciplinary or Departmental Prefix)

1. All credit courses shall be instituted through the curriculum procedures of Article V of this Agreement.

2. The Dean of Professional and Continuing Education shall submit the official request for courses to be offered in the Professional and Continuing Education to Department Chairpersons no later than April 30 for the fall and spring sessions and no later than November 30 for the summer sessions. The Department Chairperson, in consultation with the faculty shall recommend course listings through the Dean of the appropriate College to the Dean of Professional and Continuing Education by the end of May for the fall and spring semesters and by December for the summer sessions. The Dean of Professional and Continuing Education, after consultation and with the approval of the appropriate Chairperson, may add additional courses listed in the University Standard Course File.

3. Members of the Bargaining Unit shall have first refusal rights in regard to assignments for teaching courses in the area of their discipline.

Judgments of the qualifications to teach specialized areas within the disciplines shall be made by the Department Chairperson in consultation with the Dean of the College. Where no member of the department is available to teach a
course, the standard procedures for recruitment of part-
time personnel shall be followed.

4. Department Chairpersons shall recommend Lecturers for
credit courses which carry a departmental or disciplinary
prefix.

5. Departmentally established forms and procedures shall be
used for student evaluation of teaching effectiveness.
All faculty teaching in the Professional and Continuing
Education shall be evaluated each semester. At the
conclusion of each semester the Chairperson shall prepare
a written evaluation report of each faculty member
evaluated. This report is to be sent to the Lecturer
involved, the Dean of the College, and the Dean of
Professional and Continuing Education. The use of such
evaluation shall be limited to affecting the assignment of
faculty to courses in Professional and Continuing
Education. Unsatisfactory teaching performance, as
indicated by the evaluations, may be a factor in future
assignments to courses in Professional and Continuing
Education.

6. Where satisfactory performance has been evidenced by
faculty members, and a curricular need exists, assignments
shall be on the basis of equal opportunity to teach
courses. Such equal opportunity shall be measured over a
three-year period.

C. CONTRACTS AND SALARY - Credit Courses

1. No course shall be canceled prior to the end of the
regular registration period. When a course has been
canceled, the Dean of Professional and Continuing
Education shall inform the appropriate Department
Chairperson and the affected Lecturer.

2. A contract shall be issued to faculty members at the time
the Professional and Continuing Education Course Catalog
is printed. The President of the Faculty Federation shall
have access to the individual contracts at a time and
place mutually agreed to by the Dean of Professional and
Continuing Education and the President of the Faculty
Federation.

3. Where a course runs for more than eight (8) weeks, payment
of the stipend for the course shall be in two (2)
payments. The first payment shall be made by the Friday
of the week after the half-way time of the semester. The
final payment shall be made at the end of the semester
after the Lecturer has turned in grades for the course.

4. All persons assigned to teach academic courses in
Professional and Continuing Education shall be designated
as Lecturers in Professional and Continuing Education.
Assignment to teaching of courses in Professional and
Continuing Education implies that the Lecturer will be
available for scheduled academic consultation with
students during the hours of Professional and Continuing
Education.

5. Salary for credit courses taught through the Professional
and Continuing Education by full-time and part-time
members of the bargaining unit shall be $1185 per unit
effective February 1, 2005, $1221 per unit effective February 1, 2006, $1258 per unit effective February 1, 2007.

6. Each Department Chairperson or designee will receive $50.00 for each course that runs through PCE using that department's designation.

7. Members of the Bargaining Unit teaching off campus shall be compensated for travel expenses consistent with travel allowances elsewhere in this Agreement (Article XI.D.4.-Travel Allowances).
ARTICLE XIII
LIBRARIANS AND LIBRARY ASSISTANTS

Except where modified by this Article, all provisions of this Agreement and the benefits thereof shall apply fully to Librarians and Library Assistants.

A. TERMINAL DEGREE

1. The terminal degree for a librarian is the Master of Library Science Degree, or its equivalent, from an institution accredited by the American Library Association.

2. Qualifications for Library Assistant are a Bachelor's degree and significant library experience with relevant course work in Library Science desirable. Library Assistants who aspire to academic rank and the benefits thereof are encouraged to pursue a program of studies leading to the terminal degree for librarians.

3. Visiting Librarians

Visiting Librarians who meet the qualifications for a Librarian may be hired full-time or part-time and given renewable contracts for periods of one year or less.

B. PERSONNEL RECOMMENDATIONS - Librarians

PREAMBLE

The official personnel file concerning recommendations for promotion, annual evaluations, reappointment, leaves of absence, sabbatical leave, and other pertinent personnel actions shall be maintained by the Dean of Library Services.

The Library shall establish a Library Evaluation Committee for the purpose of reappointment, promotion, and annual evaluation. The number of members, terms of office and election procedure shall be decided by a majority vote of the full-time librarians, provided that there are a minimum of four members of the Committee inclusive of the Chairperson.

A librarian, following receipt of any personnel recommendations, shall have the right to submit additional materials within seven (7) days from the receipt of the recommendation. The individual, whether submitting additional materials or not, shall sign a statement indicating receipt of this recommendation and awareness of the opportunity to submit additional materials within this seven (7) day period. Failure of the individual to sign a statement of receipt of the recommendation when the recommendation has been received will not prevent the documentation from being forwarded to the next level.

In all personnel actions the material from each lower level shall automatically be forwarded to the succeeding higher levels.
1. Evaluation

a) All librarians shall be evaluated at the end of each academic year in at least three of the following categories, including category (1) below:

(1) Professional Effectiveness, including, but not limited to the development, improvement, and demonstration of professional competence as librarians, active participation in professional evaluation of library services for the purposes of maintaining their quality, relevance, and viability; and continuous discharging of library responsibilities. Notwithstanding achievements made in other areas of librarian evaluation, professional effectiveness shall be considered the most important criterion in librarian evaluations.

(2) Professional Activities, Research and Publication. Professional Activities may include office in professional organizations and attendance at professional meetings and seminars. Research and Publication may include publications, including editorial work, presentations at professional meetings and workshops, and studies leading to professional improvement as a librarian.

(3) University Service. University Service may include service to the library, university, and university system.

(4) Community Service. Community Service includes participation in community affairs associated with the individual librarian's area of professional competence.

b) The Chairperson of the Librarian Evaluation Committee shall meet with the individual under consideration and discuss the committee's report at least five (5) working days prior to its submission to the Division Head.

c) The Division Head shall review the report of the Librarian Evaluation Committee and submit a separate report, plus the report of the Librarian Evaluation Committee, to the Dean of Library Services. A copy of this report shall be sent to the individual under consideration at least five (5) working days prior to its submission to the Dean of Library Services.

2. Reappointment

a) Notice of reappointment shall be given according to the following schedule:

180 days prior to the anniversary date for the second year contract; 270 days prior to the anniversary date for the third year contract.
b) The Librarian Evaluation Committee shall make its recommendation for reappointment to the Division Head.

c) The Chairperson of the Librarian Evaluation Committee shall meet with the individual under consideration and discuss the committee's report at least five (5) working days prior to its submission to the Division Head.

d) The Division Head shall make a recommendation for reappointment to the Dean of Library Services. A copy of this recommendation shall be made available to the individual under consideration at least five (5) working days prior to its submission to the Dean of Library Services.

e) The Dean of Library Services shall make a recommendation for reappointment to the Vice Chancellor for Library Services, Information Resources, and Technology. A copy of this recommendation shall be made available to the individual under consideration at least five (5) working days prior to its submission to the Vice Chancellor for Library Services, Information Resources, and Technology.

f) The Vice Chancellor for Library Services, Information Resources, and Technology shall review the recommendation of the Dean of Library Services and all other forwarded documents and submit a separate recommendation to the Chancellor together with the recommendation of the Dean of Library Services and all other forwarded documents.

With respect to a third year contract renewal, when the recommendation of the Librarian Evaluation Committee, the Division Head and the Dean of Library Services are in agreement, the Vice Chancellor for Library Services, Information Resources, and Technology shall not ordinarily recommend the contrary. A copy of this recommendation shall be made available to the individual under consideration at least five (5) working days prior to its submission to the Chancellor.

g) The Chancellor shall review the recommendation of the Vice Chancellor for Library Services, Information Resources, and Technology and all other forwarded documents and make a decision to reappoint or not to reappoint the individual.

h) After three (3) years of service as a librarian an individual can only be removed from service through just cause. If the individual is removed from service through just cause the individual shall have the right to a conference with the Provost and/or the Chancellor or designee, and shall have the right to a hearing before the President or designee, at which time the individual may have counsel of choice and the right to present witnesses.
3. Promotion

   a) For the purpose of promotion, the librarians shall be evaluated by the Librarian Evaluation Committee and the Division Head.

   b) The Librarian Evaluation Committee will forward its recommendation to promote or not to promote an individual to the Division Head on or before January 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to submission to the Division Head.

   c) The Department Chairperson shall make a recommendation to promote or not to promote an individual to the Dean of Library Services on or before February 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to its submission to the Dean of Library Services.

   d) The Dean of Library Services shall make a recommendation to promote or not to promote an individual to the Vice Chancellor for Library Services, Information Resources, and Technology on or before March 15. A copy of this recommendation with substantiation shall be made available to the individual at least five (5) working days prior to its submission to the Vice Chancellor for Library Services, Information Resources, and Technology.

   e) The Vice Chancellor for Library Services, Information Resources, and Technology shall make a recommendation to promote or not to promote an individual to the Chancellor on or before April 15. A copy of this recommendation with substantiation shall be sent to the individual at least five (5) working days prior to its submission to the Chancellor.

   f) The Chancellor shall make a decision on promotion for each individual by May 15.

   g) While length of service alone is not cause for promotion, the following shall be considered the normal period of time to be spent in rank:

      (1) Library Assistant - five (5) years
      (2) Assistant Librarian - six (6) to seven (7) years
      (3) Associate Librarian - six (6) or more years.

4. Ratings for Personnel Recommendations

   The following ratings are to be used in evaluating librarians for all personnel recommendations:
a) Highly Recommended
   (1) Excellent Professional Effectiveness and at
       least Very Good performance in one (1) other
       category, or
   (2) Very Good Professional Effectiveness and
       Excellent performance in one (1) other
       category, or
   (3) Very Good Professional Effectiveness and Very
       Good performance in two (2) other categories.

b) Recommended
   (1) Excellent Professional Effectiveness and
       Satisfactory performance in one (1) other
       category, or
   (2) Very Good Professional Effectiveness and Very
       Good performance in one (1) other category, or
   (3) Satisfactory Professional Effectiveness and
       Very Good performance in two (2) other
       categories.

c) Not Recommended. Failure to meet the standards under
   the “Recommended” rating.

C. PERSONNEL RECOMMENDATIONS - Library Assistants

   PREAMBLE

   The official personnel file concerning recommendations for
   promotion, annual evaluations, reappointment, leaves of
   absence, and other pertinent personnel actions shall be
   maintained by the Dean of Library Services.

   A library assistant, following receipt of any personnel
   recommendations, shall have the right to submit additional
   materials within seven (7) days from receipt of the
   recommendation. The individual, whether or not submitting
   additional materials, shall sign a statement indicating
   receipt of the recommendation and awareness of the
   opportunity to submit additional materials within this
   seven (7) day period. Failure of the individual to sign a
   statement of receipt of the recommendation when the
   recommendation has been received will not prevent the
   documentation from being forwarded to the next level.

   In all personnel actions the material from each lower
   level shall automatically be forwarded to the succeeding
   higher levels.

   1. Evaluation

   a) Library assistants shall be evaluated at the end of
      each academic year by the librarian to whom they are
      assigned. This evaluation shall be in writing and
      shall include the observations of the supervisors
      with whom the library assistant works.

   b) This evaluation shall be sent to the individual
      under consideration at least five (5) working days
prior to its submission to the Library Division Head.

2. Reappointment

a) Notice of reappointment shall be given according to the following schedule:

- 180 days prior to anniversary date for the second year contract;
- 270 days prior to the anniversary date for the third year contract.

b) The Library Division Head shall make a recommendation for reappointment or non-reappointment to the Dean of Library Services. This recommendation with substantiation shall be in writing and shall be sent to the individual at least five (5) working days prior to its submission to the Dean of Library Services.

c) The Dean of Library Services shall make a recommendation to reappoint or not to reappoint an individual to the Vice Chancellor for Library Services, Information Resources, and Technology. This recommendation with substantiation shall be in writing and be sent to the individual at least five (5) working days prior to its submission to the Provost.

d) The Vice Chancellor for Library Services, Information Resources, and Technology shall review the recommendations of the Dean of Library Services and all other forwarded documents and submit a separate recommendation with substantiation to the Chancellor together with all other forwarded documents.

e) The Chancellor shall review the recommendations of the Vice Chancellor for Library Services, Information Resources, and Technology and all other forwarded documents and make a decision to reappoint or not to reappoint. This decision shall be final. However, the Board of Trustees at its own initiative can review and take further action or no action.

f) Upon completion of the terminal degree a library assistant shall be promoted to one of the librarian ranks.

g) After three years of service as a library assistant an individual can only be removed from service through just cause. If the individual is removed from service through just cause the individual shall have the right to a conference with the Provost and/or the Chancellor or designee and shall have the right to a hearing before the President or designee at which time the individual may have counsel of choice and the right to present witnesses.
D. LIBRARY DIVISION HEADS

The Library Divisions having Heads are the Information Services Division, the Access Services Division, the Technical Services Division, and the Library Systems Division.

E. GRIEVANCE

Librarians or library assistants, as members of the bargaining unit shall have all the benefits of the grievance procedure as outlined in this Agreement. However, since they are not members of a department served by any College Academic Council, an Ad Hoc Academic Council Shall be formed consisting of one (1) faculty member chosen at random from each College Academic Council, and one (1) librarian. This council shall be formed for the purpose of grievance only.

F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE

1. Scheduling of professional improvement/annual leave shall be subject to the approval of the Dean of Library Services. Librarians and library assistants shall be entitled to professional improvement/annual leave according to the following schedule:

   a) For employees hired on or before June 25, 1983:

      For service two years and under - 20 days/year

      For service after two years and under five years - 22 days/year

      For service after five years and under ten years - 24 days/year

      For service after ten years and under fifteen years - 26 days/year

      For service after fifteen years - 28 days/year

      Accruals shall be earned monthly but recorded quarterly.

   b) For employees hired after June 25, 1983:

      For service eight (8) years and under - 20 days/year

      For service after eight years and under sixteen years - 21 days/year

      For service after sixteen years and under twenty-five years - 23 days/year

      For service after twenty-five years - 28 days/year

      Accruals shall be earned monthly but recorded quarterly.

      Accruals shall be cumulative for a period of up to sixty four (64) days and shall be payable to librarians and library assistants or their survivor(s) upon termination of employment.
2. Once every year, on or before July 1, all librarians and library assistants shall be notified of their accrued annual leave.

G. PERSONAL LEAVE

On each July 1, librarians and library assistants will be credited with seven (7) (five for librarians hired after July 1, 1998) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the individual and approved by the supervisor.

H. SCHEDULING OF DUTY HOURS

1. When scheduling duty hours the requests and justifications for special consideration of librarians and library assistants shall be taken into account by the Division Head and submitted to the Dean of Library Services for approval.

2. Those librarians who work nights and weekends shall be granted compensatory time or salary equivalent to 1.50 times the number of hours worked.

3. The workload for librarians shall be a maximum of 37.5 hours per week. Unless individual contracts specify otherwise, librarians shall not be required to work more than four (4) weekends and sixteen (16) weeknights per year.

I. SICK LEAVE

All librarians and library assistants shall be granted fifteen (15) days sick leave per year. Accruals shall be earned monthly. There shall be no limit on accumulation. Up to ten (10) days sick leave may be used for illness of a family member. Librarians and Library Assistants shall be notified during the month of July of their accumulated sick leave.

J. OTHER LEAVES

Evacuation Day, March 17, and Bunker Hill Day, June 17, or equivalent days shall be included in the schedule of paid holidays.
ARTICLE XIV
PROFESSIONAL TECHNICIANS

Except where modified by this Article, all provisions of this Agreement and the benefits thereof shall apply fully to Professional Technicians.

A. TERMINAL QUALIFICATIONS

PREAMBLE

There shall be the following ranks for Professional Technicians:

Professional Technician IV
Professional Technician III
Professional Technician II
Professional Technician I (Highest)

1. Terminal qualifications for Professional Technicians hired before July 1, 1986 shall be a Technical School Diploma, or Certified Technical Training (industrial or military) or their equivalent, or necessary experience in the individual's area(s) of competency.

2. Terminal qualifications for Professional Technicians hired between July 1, 1986, and June 30, 1993 shall be as follows:

a) Terminal qualifications for a Professional Technician IV shall be a Technical School Diploma, or Certified Technical Training (industrial or military) or their equivalent, or necessary experience in the individual's area(s) of competency.

b) Terminal qualifications for a Professional Technician III shall be an Associate degree or its equivalent.

c) Terminal qualifications for a Professional Technician II shall be a Bachelor's degree or its equivalent.

d) Terminal Qualifications for a Professional Technician I shall be a Master's degree or its equivalent.

3. Terminal qualifications for Professional Technicians hired after July 1, 1993, shall be as follows:

a) Terminal qualifications for a Professional Technician IV shall be an Associate degree or its equivalent.

b) Terminal qualifications for a Professional Technician III shall be a Bachelor's degree or its equivalent.

c) Terminal Qualifications for a Professional Technician II and Professional Technician I shall be a Master's degree or its equivalent.

Exceptions to Requirements
Professional Technicians may be appointed initially at any rank in keeping with the requirements of this Article, but nothing in these requirements should prevent the initial appointment or the promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria.

Exception to these standards may also be made in emergencies or when no fully qualified candidate meeting all standards is available for appointment and the good of the University necessitates the filling of the specific position.

B. INITIAL APPOINTMENTS

1. Initial appointments for a Professional Technician to a position covered by the bargaining unit may be at any rank, subject to the minimum salaries set forth in Article XI.

2. Recommendation for hiring of new Professional Technicians shall be made by the Department Chairperson of the appropriate department, with the advice of tenured department faculty, and upon consultation with non-tenured faculty.

3. Each appointment to a Professional Technician position shall be made by the Chancellor. The descriptive job title, precise terms and conditions of each appointment shall be set forth in writing and sent to the appointee before the effective date of appointment. Included shall be a statement detailing the specific requirements of the position and in what dimensions performance will be evaluated and the procedures of evaluation. This statement will be prepared by the Department Chairperson in concert with the Department Committee on Faculty Evaluation and approved by the College Dean, the Provost and the Chancellor. The precise terms of the individual's employment shall be made available to all persons and groups under this Agreement who shall be involved in the evaluation of said individual for the purpose of renewal, non-renewal, promotion and salary increases. The conditions of a contract of employment covered by the bargaining unit shall not be contrary to any provisions of this Agreement. A copy of the current Trustees/Faculty Federation Agreement shall be sent to the appointee together with the offer of appointment. A copy of the precise terms of each appointment shall be sent to the Faculty Federation.

C. JOINT APPOINTMENTS

1. A Professional Technician may be appointed by the Chancellor to more than one department, whether or not the different departments are in different colleges. Where an individual is already a member of one department, the joint appointment to any additional department(s) shall require the approval of the Department Chairperson and a majority of the tenured faculty in the added department. Such appointments shall be at the same rank and status as the individual holds in the original department. For non-academic departments, approval shall be required of the supervisor(s) to whom they are assigned.
2. Where an individual new to the bargaining unit is to have a joint appointment, the appointment shall require the approval of the Department Chairperson and a majority of tenured faculty of both departments or, in the case of non-academic departments, the approval of both of the supervisors to whom the individual is assigned.

3. When a joint appointment is made, only one department shall be identified as the individual's principal department. Where the joint appointment specifies that the individual will work a majority of hours in a given department, that department shall be the principal department. Where the individual's work load is divided equally between two or more departments, the joint appointment shall take effect only when the individual has identified in writing the principal department with which they will be affiliated.

4. The principal department is the department in which the individual is considered for all personnel actions, including annual evaluations, contract renewal, and promotion. For academic departmental appointments it is also the department in which the individual shall vote on Department Chairperson and it identifies the College Academic Council on which the individual shall be represented.

D. PERSONNEL RECOMMENDATIONS

PREAMBLE

The official personnel file concerning recommendations for reappointment, promotion, leaves of absence, and other pertinent personnel actions shall be maintained by the Personnel Office.

A Professional Technician, following receipt of any personnel recommendations, shall have the right to submit additional materials within seven (7) days from the receipt of the recommendation. The individual, whether submitting additional materials or not, shall sign a statement indicating receipt of a copy of this recommendation and awareness of the opportunity to submit additional materials within this seven (7) day period. Failure of the individual to sign a statement of receipt when the document has been received will not prevent the documentation from being forwarded to the next level.

Since the only criteria for appointment and continued service at the University for Professional Technicians are those within their area(s) of competency, Professional Technicians who aspire to advancement within the ranks of their classifications are encouraged to participate in professional activities and studies which will increase their competencies.

In all personnel actions the material from each lower level shall automatically be forwarded to the succeeding higher levels.
1. Evaluation

a) Professional Technicians shall be evaluated at the end of each academic year by the Chairperson of the Department or the supervisor to whom they are assigned. This evaluation shall be in writing and shall include the views of all faculty members or supervisors with whom the Professional Technician works.

b) All Professional Technicians shall be evaluated in Professional Effectiveness and at least one other category. All Professional Technicians shall be evaluated at the end of each academic year according to the following criteria:

(1) Professional Effectiveness, including but not limited to the development, improvement and demonstration of professional competence in their assigned field; active participation in professional evaluation of departmental services for the purpose of maintaining their quality, relevance and viability; and continuous discharging of departmental responsibilities. Notwithstanding achievements made in other areas of evaluation, professional effectiveness shall be considered the most important criterion for technician achievement.

(2) Professional Improvement, including courses of study.

(3) Professional Service

(4) University Service.

(5) Public Service associated with one's area of professional competence.

c) A copy of this evaluation shall be made available to the individual under consideration at least five (5) working days prior to its submission to the Dean of the College.

2. Reappointment

Notice of reappointment shall be given according to the following schedule:

a) One hundred and eighty (180) days prior to the anniversary date for the second year of service; Two hundred and seventy (270) days prior to the anniversary date for the third year of service.

b) The Department Chairperson or the supervisor to whom they are assigned shall make a recommendation for reappointment or non-reappointment to the Dean of the College or the Division Head to whom they are assigned. The recommendation with substantiation shall be in writing and shall be sent to the individual at least five (5) working days prior to its submission to the Dean of the College or the Division Head.
c) The Dean of the College or the Division Head shall make a recommendation to reappoint or not to reappoint the individual to the Provost. This recommendation with substantiation shall be in writing and shall be sent to the individual at least five (5) working days prior to its submission to the Provost.

d) The Provost shall review the recommendation on reappointment or non-reappointment, together with substantiation and shall send a recommendation to the Chancellor together with all other forwarded documents.

e) The Chancellor shall review the recommendations of the Provost and all other forwarded documents and make a decision to reappoint or not reappoint. This decision shall be final. However, the Board of Trustees at its own initiative can review and take further action or no action.

f) After three (3) years of service as a Professional Technician an individual can only be removed from service through just cause. If the individual is removed from service through just cause, the individual shall have the right to a conference with the Provost and/or the Chancellor or designee, and shall have the right to a hearing before the President or designee at which time the individual may have counsel of choice and the right to present witnesses.

3. Promotion

a) The Department Chairperson or the supervisor to whom they are assigned shall make a recommendation for promotion or non-promotion to the Dean of the College or the Division Head to whom they are assigned. This recommendation with substantiation shall be in writing and shall be sent to the individual at least five (5) working days prior to its submission to the Dean of the College or the Division Head.

b) The Dean of the College or the Division Head shall make a recommendation for promotion or non-promotion of an individual to the Provost. This recommendation with substantiation shall be in writing and shall be sent to the individual in writing at least five (5) working days prior to its submission to the Provost.

c) The Provost shall review the recommendation on promotion or non-promotion together with substantiation and shall send a recommendation to the Chancellor together with all other forwarded documents.

d) The Chancellor shall review the recommendations of the Provost and all other forwarded documents and make a decision to promote or not to promote. This decision shall be final. However, the Board of Trustees at its own initiative can review and take further action or no action.
e) While length of service alone is not cause for promotion, the following shall be considered the normal period of time to be spent in rank:

(1) Professional Technician IV - five (5) years
(2) Professional Technician III - six (6) to seven (7) years
(3) Professional Technician II - six (6) or more years.

Professional Technicians who complete advanced degree requirements that meet terminal requirements for a higher Professional Technician rank shall be given strong consideration among all evaluative measures for advancement to their next rank regardless of time spent in rank.

f) The timetable for recommendations on promotion or non-promotion shall be as follows:

(1) Department Chairperson recommends to the Dean of the College by February 15.
(2) Dean of the College recommends to the Provost by March 15.
(3) Provost recommends to the Chancellor by April 15.
(4) The Chancellor shall make a decision on promotion or non-promotion for each individual by May 15.

4. Ratings for Personnel Recommendations

The following ratings are to be used in evaluating professional technicians for all personnel recommendations:

a) Highly Recommended

(1) Excellent Professional Effectiveness and at least Very Good performance in one (1) other category, or
(2) Very Good Professional Effectiveness and Excellent performance in one (1) other category, or
(3) Very Good Professional Effectiveness and Very Good performance in two (2) other categories.

b) Recommended

(1) Excellent Professional Effectiveness and Satisfactory performance in one (1) other category, or
(2) Very Good Professional Effectiveness and Very Good performance in one (1) other category, or
(3) Satisfactory Professional Effectiveness and Very Good performance in two (2) other categories.

c) Not Recommended. Failure to meet the standards under the “Recommended” rating.

E. GRIEVANCE

The Professional Technicians, as members of the bargaining unit, shall have all the benefits of the grievance procedure as outlined in this Agreement.

F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE

1. Scheduling of professional improvement/annual leave shall be subject to the approval of the Divisional Head. Professional Technicians shall be entitled to Professional Improvement/Annual Leave according to the following schedule:
   a) For employees hired on or before June 25, 1983:
      (1) For service two (2) years and under - 20 days/year
      (2) For service after two (2) years and under five (5) years - 22 days/year
      (3) For service after five (5) years and under ten (10) years - 24 days/year
      (4) For service after ten (10) years and under fifteen (15) years - 28 days/year
   b) For employees hired after June 25, 1983:
      (1) For service eight (8) years and under - 20 days/year
      (2) For service after eight (8) years and under sixteen (16) years - 21 days/year
      (3) For service after sixteen (16) years and under twenty-five (25) years - 23 days/year
      (4) For service after twenty-five (25) years - 28 days/year

2. Accruals shall be earned monthly but recorded quarterly. Accruals shall be cumulative up to sixty-four days and shall be payable to Professional Technicians or their survivor(s) upon termination of employment.

3. Once every year, on or before July 1, all Professional Technicians shall be notified of their accrued annual leave.

G. PERSONAL LEAVE

On each July 1, Professional Technicians will be credited annually with seven (7) (five for Professional Technicians hired after July 1, 1998) paid personal leave days which may be taken
during the following twelve (12) months at a time or times requested by the individual and approved by the supervisor.

H. SICK LEAVE

All Professional Technicians shall be entitled to fifteen (15) days sick leave per year. Accruals shall be earned monthly. There shall be no limit on accumulation. Up to ten (10) days sick leave may be used for illness of a family member. Professional Technicians shall be notified during the month of July of the amount of their accumulated sick leave.

I. OTHER LEAVES

Evacuation Day, March 17, and Bunker Hill Day, June 17, or equivalent days shall be included in the schedule of paid holidays.

J. PROFESSIONAL LEAVE

After seven (7) years of service to the University, a professional technician is eligible for paid professional improvement leave which addresses needs of the department, college, and University. This leave shall be recommended on the approval of the proposal submitted to the Professional Leave Committee.

The Professional Leave Committee shall be composed of three (3) individuals elected for a three-year term by the professional technicians and three (3) members appointed by the Chancellor. The Professional Leave Committee shall recommend to the Chancellor those individuals it deems worthy of professional leave. The Chancellor will confer with the appropriate administrator regarding feasibility of releasing the individual for the leave.

K. DEPARTMENTAL MEETINGS

Professional Technicians shall have the right to participate in meetings of their departments, and shall have the right to vote in all decisions of the department. Professional Technicians shall not vote on faculty personnel recommendations.
ARTICLE XV
LECTURERS

The official personnel file concerning recommendations for reappointment, leaves of absence, and other pertinent personnel actions shall be maintained by the Dean of the College.

A. DEFINITIONS

1. a) Effective September 1, 1987, a Lecturer who teaches ten (10) or more units in a semester shall be considered a full-time lecturer for that semester.

b) Except for Article V. A. (Election of Department Chairperson), B. (Department Faculty Evaluation Committees), D. (College Academic Councils), and Article VII. I. (Tenure) and K. (Promotion), all provisions of this Agreement and the benefits thereof shall apply fully to Full-Time and Part-Time Lecturers.

All Full-Time Lecturers shall be evaluated annually. Annual evaluations shall take into account effectiveness in teaching and any other of the three remaining categories for evaluation as deemed appropriate by the Department Chairperson and Department Faculty Evaluation Committee of the department in which the Full-Time Lecturer is appointed.

All Part-Time Lecturers shall be evaluated annually. Annual evaluations shall take into account Teaching effectiveness and academic Service (benefited PTLs only) utilizing parameters to be resolved via the Standards and Evaluation Committee.

c) If a Full-Time Lecturer has an appointment for four (4) semesters or more and meets the minimum qualifications for the next tenure-track position available in the department, that person shall be guaranteed an interview by the search committee established to recommend finalists for the position.

2. a) Lecturers who teach fewer than ten (10) units (or thirteen (13) for CVPA studio-only faculty) in a semester shall be considered Part-Time Lecturers for that semester.

b) Responsibilities, benefits and/or other provisions of this Agreement applying to Part-Time Lecturers shall be those described by individual contracts and this Article.

3. Once an individual achieves eligibility for inclusion in this bargaining unit, this eligibility shall be in effect for all subsequent contracts issued as a Lecturer. In all cases where a department makes such a request and the Dean agrees, contracts will be offered on a two-semester (Fall/Spring of an academic year) or multi-year basis.
B. SALARY SCHEDULE AND BENEFITS FOR PART-TIME LECTURERS

1. a) Benefits – the Administration agrees to provide full
GIC benefits, effective September 1, 2005, for all
eligible Part-Time Lecturers (PTLs).

1) Attaining eligibility: PTLs who have taught 48
or more units (60 or more units for CVPA
studio-only faculty) over the time period
encompassing eight (8) of the past nine (9)
semesters or greater will be eligible for
benefits. PCE courses taught during the Fall
and Spring semesters shall count towards
eligibility.

2) Initial status for eligibility: Once
eligibility has been attained, PTLs with half-
time or greater status will be benefited.
Half-time status is defined as teaching 6 or
more units per semester (7.5 units for CVPA
studio-only faculty) plus additional service
duties assigned by the Department Chair, in
consultation with the College Dean.

3) Maintaining status: Once eligibility has been
attained, PTLs must teach a minimum of 12
units per academic year (or fifteen (15) for
CVPA studio-only faculty), excluding January
courses, to maintain eligibility. PCE
courses taught during the Fall and Spring
semester will count toward the eligibility
requirement.

4) Service: All benefited PTLs will perform
additional service duties assigned by the
Department Chair, in consultation with the
College Dean. These additional duties may be
department-based, college-based, or
university-based. All benefited PTLs will
receive an annual stipend of $500 as
compensation for performing service.

5) GIC contract: Benefits will be in effect for
the period September 1 through August 31, and
salary for benefited PTLs will be paid over
the same 12-month period. If allowed by the
GIC contract, PTLs who become eligible shall
receive benefits at the start of the Spring
semester.

b) Effective February 1, 2005, Each part-time lecturer
shall receive a minimum salary per unit as follows:

At teaching 3 consecutive semesters
$1100
4 of 5 through 9 of 10 consecutive semesters
$1250
10 of 11 consecutive semesters or greater
$1425
C. HIRING OR RENEWAL OF CONTRACT

1. All Lecturers shall be notified of their hiring or contract renewal at least fourteen (14) days in advance of the beginning of the semester.

2. Lecturers in a department shall be offered contracts on the basis of seniority (greatest total number of semesters) providing that they meet the needs of the department and for a minimum of six (6) units per semester, provided that there are vacancies for six (6) units in the department.

3. Lecturers in the bargaining unit, providing that they meet the needs of the department, shall have preference in hiring within the University for courses offered to lecturers.

D. BENEFITS

The members of the bargaining unit shall continue to be covered by all the fringe benefits provided by law.

Part-Time Lecturers shall be eligible for benefits as provided in the PDRA Entitlement, Article XI.D.1. (Life Insurance), D.2. (Group Insurance), D.3. (Workmen's Compensation), D.6. (Annuities), D.7.b. (Funeral Leave), D.7.c. (Family Leave), D.7.d. (Other Leaves), D.8. (Sick Leave Bank), and D.10. (Health and Welfare) to the extent permitted by Massachusetts law and/or the Massachusetts Group Insurance Commission.

1. Tuition Remission

All Part-Time Lecturers shall be eligible for system-wide tuition remission benefits to the extent such are provided pursuant to the Higher Education Coordinating Council System Wide Tuition Remission Policy for Higher Education Employees.

2. Sick Leave

All Part-Time Lecturers shall be entitled to one (1) day sick leave per semester per three (3) units of teaching under contract. Accruals shall be posted at the beginning of each semester/contract period. There shall be no limit on accumulation.

3. Grievance

All Part-Time Lecturers shall have all the benefits of the grievance procedure as outlined in this Agreement.

E. WORKING CONDITIONS

Part-Time Lecturers shall receive appropriate clerical and technical support in carrying out their responsibilities while employed by the University. All PTLs will be provided office or other space that supports the duties required by the Chair.
ARTICLE XVI

RESEARCH ASSOCIATE

TECHNICAL ASSOCIATE

DEFINITION

RESEARCH ASSOCIATE - any non-faculty employee of the University of Massachusetts Dartmouth whose primary responsibilities are to: (a) supervise research activities or (b) to conduct research activities through the University of Massachusetts Dartmouth.

This employee classification will include:

full-time and part-time employees,
benefited and non-benefited employees
temporary and permanent service employees

This employee classification shall not include:

recipients of honorific titles from the University of Massachusetts Dartmouth, but who receive no compensation from the University of Massachusetts Dartmouth,
full-time and part-time members of the faculty and students of the University of Massachusetts Dartmouth.

Research Associates are eligible to supervise theses and dissertations with the approval of the student’s major department.

TECHNICAL ASSOCIATE - any non-technician employee of the University of Massachusetts Dartmouth whose primary responsibility is to provide technical support to employees engaged in the supervision or conduct of research activities through the University of Massachusetts Dartmouth.

This employee classification will include:

full-time and part-time employees,
benefited and non-benefited service employees
temporary and permanent employees

This employee classification shall not include:

administrative support staff
clerical support staff
students of the University of Massachusetts Dartmouth

TERMS OF EMPLOYMENT

Terms of employment for Research Associates and Technical Associates shall be governed by an individual contract between the individual and the University of Massachusetts Dartmouth. However, the parties recognize that work schedules for Research Associates and Technical Associates may vary widely within the standard payroll period, and certain individual bargaining unit members have schedules, consistent with department/School goals, that require them to provide services as part of their duties at night or on weekends. In addition, Research Associates and Technical Associates, as professionals, on occasion have to devote additional time to the completion of their work. The individual contract must include the following items:
1. The precise dates and length of employment.

2. The terms of service, including but not limited to a specification of whether the position is full-time or part-time, benefited or non-benefited.

3. Benefits to be offered. Full-time Research Associates and Technical Associates shall receive the following minimum benefits subject to availability of funds:
   
a) Group Insurance under the provision of all covered UMass Dartmouth employees.

b) Participation in the Commonwealth of Massachusetts retirement program or federal alternative.

c) Workman’s Compensation as defined in Article XI.D.3. (Workman’s Compensation).

d) Travel Allowance as defined in Article XI.D.4 (Travel Allowances).

e) Ten (10) vacation days per year, incremented by one after each two continuous years of successive employment up to a maximum of fourteen (14) vacation days, with accruals earned bi-weekly and to be used within the contract period that they are awarded (unused vacation days shall be forfeited at the end of the contract period).

f) Fifteen (15) sick leave days per year with accruals earned bi-weekly and to be used within the contract period that they are awarded (unused sick leave days shall be forfeited at the end of the contract period).

g) Health and welfare plans.

h) All holidays observed by the University of Massachusetts Dartmouth with the exception of floating holidays.

i) Tuition waiver for courses taken by the employee and spouse and/or dependents for courses offered at any of the University of Massachusetts campuses with the exception of the Medical School. Research Associates and Technical Associates shall receive both a tuition waiver and a fee waiver (except for applied courses) for courses taken at the University of Massachusetts Dartmouth.

4. A job description which will include examples of duties and responsibilities, identify the individual’s immediate supervisor and the person(s) who shall be responsible for evaluating the individual’s performance on an annual basis, and state explicitly whether or not field time (at sea or on the land) is expected and the anticipated extent of the field time.
5. The condition(s), if any, of contract renewal or continuation, including criteria for annual evaluation. The annual evaluation of Research Associates and Technical Associates shall be completed at least 30 days prior to the expiration of their individual contract. A written copy of the evaluation(s) shall be provided to the employee. The evaluation shall include:

   a) A review of the individual’s performance based on the criteria of evaluation in the individual’s contract.

   b) A statement of whether the individual’s contract will be continued, modified, or terminated upon its expiration.

6. Rate of compensation.
ARTICLE XVII

GRIEVANCE PROCEDURES

A. OBJECTIVES

It is the declared objective of the Faculty Federation and the Trustees to encourage the prompt and informal resolution of complaints of members of the bargaining unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

B. DEFINITION

A "grievance" shall mean a complaint by a member of the bargaining unit that there has been as to the individual a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or of any of the established policies of the Board of Trustees. These grievance procedures are limited so as to apply to personnel action matters only.

C. GENERAL PROCEDURES

1. As used in this Article, the term "grievance" shall also include a grievance affecting more than one campus. The Faculty Federation shall represent every member of the bargaining unit at various levels of the grievance procedures.

When members of the bargaining unit choose to handle their own grievance cases, they do so at their own peril.

2. If a grievance involves a decision by a Dean of a College, a Division Head or the Provost, the grievance may be filed with and heard in the first instance at the next higher level.

3. The Grievance Hearing Committee

Grievances filed against a College Dean, or Division Head, the Provost or the Chancellor shall be processed through a Grievance Hearing Committee.

This Committee shall consist of five (5) members of the bargaining unit chosen at random in the following manner:

a) The names of all members of the bargaining unit shall be maintained in the office of the Vice Chancellor for Administrative and Fiscal Services.

b) Within five (5) working days of receipt of a written grievance against a College Dean, or Division Head, the Provost or the Chancellor, a random drawing of eligible members of the bargaining unit shall be held in the office of the Vice Chancellor for Administrative and Fiscal Services.

c) During the random drawing, the grievant and a representative, and the individual against whom the grievance has been filed or a designee must be present.
d) If the name of any individual directly involved in the alleged grievance is drawn, or an individual at that time on the Faculty Federation Grievance Committee or an individual at that time on the Executive Committee of the Faculty Federation is drawn, that individual shall not be eligible for service on the Hearing Committee.

e) As each name is drawn, both the grievant and the individual against whom the grievance has been filed may each exclude from the membership on the Hearing Committee up to five (5) individuals plus challenges for cause.

f) If any member of the bargaining unit refuses to serve on a Grievance Hearing Committee upon notification that the individual's name has been drawn, the drawing shall continue until five (5) members eligible and willing to serve have been selected.

The first member of the bargaining unit placed on the Grievance Hearing Committee shall convene the first meeting of the Committee. However, the Committee shall elect its own Chairperson.

Service on this Committee shall be counted as "Service to the Academic Community."

4. When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in session, fourteen (14) calendar days) from the day of the event upon which the grievance is based or from the date when the member of the bargaining unit had or would have had knowledge of the event if the individual had not been grossly negligent. A grievance is considered to be filed when a completed grievance form is delivered to the appropriate administrator or to the Academic Council, as appropriate, subject to the following condition.

A member of the bargaining unit with a grievance shall first notify in writing the Faculty Federation Grievance Committee specifying the act or condition and the grounds upon which the grievance is based. From this time forward, the Faculty Federation Grievance Committee shall be available to act in an advocacy role if the member of the bargaining unit requests it.

If any member of the bargaining unit shall present any grievance without representation by the Federation, the disposition of the grievance shall be consistent with the provisions of this Agreement and shall not be deemed to change or otherwise modify the terms and conditions of the Agreement or create a precedent unless the Trustees and the Federation shall otherwise agree in writing.

5. The member of the bargaining unit shall be provided with all relevant documents and materials pertaining to the member's case within five (5) days of the filing of the grievance.

6. The individual alleging a grievance must state the specific act or acts alleged to have been committed or
omitted in the recommending/decision making process denying the individual a salary increase, a renewal of contract, a promotion or tenure or the other grounds on which the grievance is based. The decision in and of itself to deny a salary increase, a contract renewal, a promotion or tenure shall be insufficient grounds for stating a grievance.

The appropriate administrator with whom the grievance is filed, or a designee, shall within five (5) school days, transmit in writing the alleged grievance and its particulars to a Hearing Committee, to be selected in conformity with section C. 3. of this Article.

When a grievance is filed by a member of the bargaining unit, it shall be processed through the Hearing Committee and hearings may begin at the level above which the grievance occurred. When a grievance is filed against the Chancellor it shall be processed through the Hearing Committee and its recommendation on the grievance shall be forwarded to the Chancellor for action.

The Hearing Committee, upon receipt of the grievance, shall review the grievance. The Committee shall have access to relevant materials and documents and may hear witnesses as appropriate. The Committee must keep a record of its proceedings with a copy of such record to be filed with the President of the Faculty Federation. Within ten (10) school days (or when school is not in session fourteen (14) calendar days) it shall make a written recommendation on the grievance to the grievant, the Faculty Federation and the Dean of the College or Division Head. The ten (10) days specified shall commence the school day after the Hearing Committee is in receipt of the grievance concludes the hearing and its fact-finding. The Hearing Committee shall hold a hearing on the grievance at which the grievant, the Faculty Federation representative and the person grieved against are invited to present their cases (if they wish). The grievant and the person grieved against shall have the right to be present at all hearings and shall have the right to question witnesses.

D. INFORMAL PROCEDURES

When a potential grievance arises, the bargaining unit member(s) and/or the federation shall meet with the representative(s) of the University Administration closest and best able to discuss the matter, and possessing the authority to resolve the dispute. Informal efforts at settlement shall not extend beyond 20 days (without the written agreement of each of the parties) and in all cases shall begin within 14 days of the alleged grievable act. These meetings shall be collegial in as much as there will be no presiding officer and the purpose will be to resolve the matter in question, if possible. The University Administration and the Federation agree that informal resolution of grievances do not set precedents.

E. LEVEL ONE

A grievance filed with the Dean of the College or Division Head is considered a level one grievance. The Dean of the College, or Division Head, and/or designee, the grievant and the representative of the Federation shall meet and
confer on the recommendation of the Hearing Committee within five (5) school days after the receipt of the Committee's recommendation.

F. LEVEL TWO

If the grievance is not satisfactorily resolved through Level One, the grievant and/or the representative of the Federation may appeal to the Provost within ten (10) school days after delivery of the decision of the Dean of the College or Division Head. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the Dean of the College or Division Head in Level One is unsatisfactory. The Provost or designee shall promptly meet with the grievant and the Faculty Federation and confer on the appeal. The decision of the Provost shall be communicated in writing to the grievant and to any Faculty Federation representatives who participated in Level Two. Such decision shall be made not later than five (5) school days after the written appeal has been made to the Provost.

G. LEVEL THREE

If the grievance is not satisfactorily resolved through Level Two the grievant and/or the representative of the Federation may appeal to the Chancellor within ten (10) school days after delivery of the decision of the Provost. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the Provost in Level Two is unsatisfactory. The Chancellor shall promptly meet with the grievant and the Faculty Federation representative and confer on the appeal. The decision of the Chancellor shall be communicated in writing to the grievant and to any Faculty Federation representative who participated in Level Three. Such decision shall be made not later than ten (10) school days after the written appeal has been made to the Provost.

H. LEVEL FOUR

If the grievance is not satisfactorily resolved through Level Three the grievant and/or the Faculty Federation may appeal to the President within ten (10) school days after receipt of the decision of the Chancellor. The appeal shall be in writing and signed by both the grievant and the Federation representative and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the Chancellor in Level Three is unsatisfactory. The President shall, on receipt of the appeal, confer with the grievant and the Federation representative. The President's decision shall be communicated not later than ten (10) school days after the aforesaid hearing on the appeal is held.

I. LEVEL FIVE

1. Within thirty (30) school days of the President's decision, the Faculty Federation ONLY may appeal the decision of the President, to the American Arbitration Association for arbitration.

2. The proceeding may be initiated by filing with the President, and the American Arbitration Association a notice of arbitration. The arbitrator shall hold a
hearing within thirty (30) days of appointment. Five (5) days notice will be given to all parties of the time and place of the hearing.

3. A panel of six (6) arbitrators will be selected by mutual agreement of the President, and the Faculty Federation as the exclusive source of arbitrators to hear grievances arising under this Agreement. In the event that mutual agreement is not reached in the selection of the six (6) arbitrators for the panel, arbitrators shall be selected from each individual case of arbitration according to normal American Arbitration Association procedures.

4. The arbitrator shall issue a decision not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

5. The decision of the arbitrator shall be final and binding on both parties and the grievant and all will abide by it.

6. Where acceptable to both parties to this Agreement, the American Arbitration Association's procedures for Expedited Arbitration will be utilized.

7. The arbitrator's fees and expenses will be shared equally by the parties.

8. The arbitrator's decision shall be limited strictly to the application and interpretation of the provisions of this Agreement.

J. TIME LIMITS

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. The time limits specified in the grievance procedure may be extended in specific instance by mutual written agreement.

K. FACULTY FEDERATION GRIEVANCES

The Faculty Federation has the right to initiate or appeal a grievance involving an alleged violation of this Agreement. The grievance shall be initiated at the level at which it occurs, but the hearing shall take place at the next higher level. When the grievance is against the Chancellor, the grievance may be heard at that level. Written answers made by the Provost or the Chancellor need be served only upon the Faculty Federation.

L. GRIEVANCES FILED AGAINST A DEPARTMENT CHAIRPERSON AND/OR THE DEPARTMENT COMMITTEE ON FACULTY EVALUATION

1. Members of the bargaining unit have the right to a hearing before the appropriate Academic Council on a grievance filed against the recommendations of the Department Chairperson and/or the Department Committee on Faculty
Evaluation with regard to annual evaluations and personnel recommendations.

2. When a grievance of the type described in Section L, 1. shall arise, the grievant shall file it in writing with the Chairperson of the College Academic Council of which the department is a part, the Faculty Federation Grievance Committee and the Department Chairperson. The letter shall specify the actions of the Department Chairperson and/or the Department Committee on Faculty Evaluation which are disputed and the grounds for the grievance. From this time forward, the Faculty Federation Grievance Committee shall be available to act in an advocacy role, if the grievant requests it. The grievant, the parties grieved against and the advocate shall be provided with all the documents relevant to the case within five (5) days of the filing of the grievance.

3. The grievance must be filed within ten (10) school days (or when the University is not in session, fourteen (14) calendar days) from the date of the event upon which the grievance is based, or from the date when the member of the bargaining unit had or should have had knowledge of the event.

4. Within ten (10) days after the filing of a written grievance, the Chairperson of the College Academic Council shall notify in writing the member of the bargaining unit, the Department Chairperson and/or the Department Committee on Faculty Evaluation of the date, time and place of the hearing on the grievance. The member of the bargaining unit and any person or body grieved against shall have the right to be present at all hearings and have the right to question witnesses. The grievant and the member of the bargaining unit advocate shall present the grievant’s case at this hearing.

Any members of the bargaining unit grieved against may also have representation by an advocate of their own choosing at this hearing. A representative of the Faculty Federation Grievance Committee shall be present as an observer.

5. Within five (5) school days, the Chairperson of the College Academic Council shall communicate in writing the Council's decision and the grounds for that decision to the Chancellor, the member of the bargaining unit, the Department Chairperson and/or the Department Committee on Faculty Evaluation and the Faculty Federation Grievance Committee. The five (5) days specified shall commence the school day after the College Academic Council concludes the hearing and its fact-finding.

6. If the Council finds that the grievant has been grieved, it shall make recommendations for further action to the Chancellor. The Chancellor’s decision shall be communicated not later than ten (10) school days after the aforesaid recommendation is forwarded.
ARTICLE XVIII
RATIFICATION OF AGREEMENTS

After a proposal has been mutually agreed upon by the
negotiators representing the Board of Trustees and the Faculty
Federation, the chief negotiator for each party shall arrange
for this mutually agreed upon proposal to be on the agenda of
their respective organization's next regularly scheduled meeting
for action by the membership of that organization, or at an
earlier meeting if conveniently possible.

ARTICLE XIX
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Federation agrees that it will not cause, condone, sanction
or take part in any strike, walkout, slowdown or work stoppage.

The Federation and its members, individually and collectively
agree that if there is a violation of this clause, that is,
participation or involvement in any such strike, walkout,
slowdown, or work stoppage, any or all employees violating this
clause will, at the discretion of the Board of Trustees, be
subject to disciplinary action as allowed by any applicable
provision of state law.

ARTICLE XX
MANAGEMENT RIGHTS

Nothing in this Agreement shall derogate from or impair any
power, right or duty heretofore possessed by the Board of
Trustees or by the administration except where such right, power
or duty is specifically limited by this Agreement.

ARTICLE XXI
PROVISION FOR RELATED ISSUES

The Faculty Federation and the Board of Trustees agree that each
has exercised its rights to bargain for provisions in this
Agreement, and that the present Agreement constitutes a complete
resolution on all matters. However, with respect to those
matters which are directly related to any of the provisions of
this Agreement the Board of Trustees agrees that it will make
changes only after consultation and negotiations with the
Faculty Federation.

ARTICLE XXII
SAVINGS PROVISION

If any provision of this Agreement or any application of the
Agreement to any employee or group of employees shall be found
contrary to law, then such provision or application shall not be
deemed valid and subsisting, except to the extent permitted by
law, but all other provisions or applications will continue in
full force and effect.
ARTICLE XXIII
DURATION

The provisions of this Agreement shall be effective from July 1, 2004, and will continue to remain in full force through June 30, 2007 and shall be automatically renewed from year to year thereafter, unless by March 1 prior to the expiration date either party notifies the other in writing by registered or certified mail, return receipt requested, of its desire to terminate this Agreement. In the event of impasse in the negotiation of this contract, the provisions shall remain in effect until a successor agreement is in effect.

Any changes to the existing agreement shall go into effect only upon additional, complete and identifiable appropriation by the General Court. These funds shall further be allocated by the Governor in accordance with the Massachusetts General Laws, Chapter 150E, Section 7 (c) to the Board of Trustees, in which case all items shall be effective on the dates provided. Once in effect, the parties hereby acknowledge that this agreement shall be binding upon them and shall be effective in all other respects for the period beginning July 1, 2004 through June 30, 2007.

Signed and Sealed this day of .

University of Massachusetts Board of Trustees
UMass Faculty Federation Local 1895, American Federation of Teachers, APL-CIO

By: ______________________________  By: ______________________________
Jack M. Wilson Daniel Georgianna
President President
University of Massachusetts UMass Faculty Federation

By: ______________________________
Roy S. Milbury
University Director
of Human Resources