(To replace XV in the 2017-2020 CBA)

ARTICLE XV
LECTURERS TEACHING FACULTY

A. FULL-TIME AND PART-TIME TEACHING FACULTY

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.

1. Definitions

a) A Lecturer who teaches ten (10) or more units in a semester (six (6) or more units at the Law School) shall be considered a full-time lecturer for that semester.

b) A teaching faculty member of any rank shall be considered full-time faculty if the individual meets either of the following criteria:

- Teaching faculty who are assigned more than ten (10) units in a semester (six (6) or more units at the Law School, thirteen (13) or more units for CVPA studio-only faculty) or more than three (3) course preparations in a semester shall be considered a full-time teaching faculty for that semester.

- Teaching faculty member who are assigned more than eighteen (18) or more units in an academic year (twelve (12) or more units at the Law School) or more than six (6) course preparations in an academic year shall be considered a full-time teaching faculty for that academic year.

c) A teaching faculty member who teaches fewer than ten (10) units (fewer than thirteen (13) for CVPA studio-only faculty, one (1) course preparation or fewer than six (6) units in the Law School) in a semester shall be considered a part-time Instructor or part-time Assistant Professor for that semester.

d) A part-time Instructor or part-time Assistant Professor who is assigned more than nine (9) units (thirteen (13) units for CVPA studio-only faculty) in the Fall semester shall receive a contract for both the Fall and Spring semesters of the academic year.

e) Responsibilities, benefits and/or other provisions of this Agreement applying to Part-Time Lecturer Part-Time Instructors or Part-Time Assistant Teaching Professors shall be those described by individual contracts and this Article.

f) Eligibility for inclusion in the bargaining unit:
• Full-time teaching faculty shall be members of the bargaining unit effective at the beginning of their first semester of teaching.

• Part-time teaching faculty shall be members of the bargaining unit effective at the beginning of their third (3rd) consecutive semester of teaching.

• Once an individual achieves eligibility for inclusion in the bargaining unit, this eligibility shall be in effect for all subsequent contracts issued to the individual 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.

f) 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 Lecturer. Effective July 1, 2017, full-time lecturers Full-time Lecturers with more than two continuous years of service in the same department and Clinical Track faculty participate in the process of electing a Chairperson.

Except for Article V(D) (College Academic Councils), and Articles VII(I) (Tenure) and (K) (Promotion), all provisions of this Agreement and the benefits thereof shall apply fully to Full-Time and Part-Time teaching faculty.

g) Full-time teaching faculty of any rank with more than two (2) years of service in the same department may participate in the process of electing a Department Chairperson.

h) Full-time teaching faculty with the rank of Associate Teaching Professor or Teaching Professor may serve as voting members of the Department Faculty Evaluation Committee in matters of relating to personnel actions regarding teaching faculty in the Department, excepting any matters relating to personnel actions regarding tenured and tenure-track faculty.

i) Full-time teaching faculty participate as voting members in college and department matters relating to the academic programs in which they are involved.

j) Full-time teaching faculty may serve on college and department committees, and as the Director of programs that are predominately teaching related, in accordance with College procedures, and on selected University committees, based on applicable committee membership policies.

k) Full-time teaching faculty shall be eligible to apply for such Professional Development Funds as are available to support instructional related activities such as, but not limited
to, attendance at relevant teaching conference or workshops and to conduct research on
teaching and pedagogy in the individual’s discipline.

1) Full-time teaching faculty shall be eligible to receive stipends and/or course releases to
undertake activities related to course and curriculum development.

All Full-Time Lecturers shall be evaluated annually by the Department Faculty
Evaluation Committee and Department Chair. Annual evaluations shall take into
account effectiveness in teaching and any other of the three remaining categories for
evaluation as specified in the individual employment contract of the Full-Time
Lecturer.

The Department Chairperson shall be responsible for evaluating each part-time
Lecturer annually and for recommending or not recommending each part-time
Lecturer for reappointment. All part-time Lecturer shall be evaluated in teaching
effectiveness. Benefited part-time Lecturer shall also be evaluated on the basis of any
other responsibilities identified in their individual contracts.

Teaching effectiveness shall be evaluated based on the following:

• student ratings;

• a review of the syllabus, if prepared by the PTL, including learning outcomes,
  and other material relevant to the course; and,

• classroom visit and observation by the Department chairperson or designee.

The recommendation to reappoint or not reappoint the PTL will be made by the
department chair based on the evidence above.

2. Full-Time Teaching Faculty – Terms and Conditions

a) General Criteria
The appointment and promotion of Full-time Lecturers full-time teaching faculty
members at the University of Massachusetts Dartmouth are based upon the
experience and academic background of the candidate, as well as the instructional
needs in the position. Faculty members in the Lecturer Teaching Professors ranks are
primarily responsible for credit-bearing, course-based instruction. Additional duties
may be assigned, including academic advising and working with tenure-track faculty
in course and curriculum development.
In addition, the following stipulations apply:

a) The position requires an appropriate Masters degree. The Provost must approve exceptions to this Masters degree requirement.

b) The position is not a tenure-track position, and the holder is not eligible for consideration for the award of tenure.

b) Lecturer Ranks

• Lecturer
This is an entry-level rank, which requires completion of the Masters degree in a disciplinary area related to position responsibilities.

• Senior Lecturer I
Initial appointment to this rank is discouraged. Promotion to Senior Lecturer I from the rank of Full-Time Lecturer requires at least ten (10) years at that level or its equivalent and evidence of demonstrated exceptional teaching ability and extraordinary value to the university.

• Senior Lecturer II
Initial appointment to this rank is discouraged. Promotion to Senior Lecturer II from the rank of Senior Lecturer I requires at least six (6) years at that level or its equivalent and evidence of continued demonstrated exceptional teaching ability and extraordinary value to the university since promotion to Senior Lecturer I.

b) Teaching Faculty Ranks

The minimum qualifications for the ranks of Instructor, Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor are:

• Instructor
This is an entry-level rank which requires completion of the Masters degree or academic/professional certification in a disciplinary area related to position responsibilities. The Provost may approve exceptions to this requirement at the request of the College Dean.

• Assistant Teaching Professor
This is an entry-level rank which requires an earned terminal degree or academic/professional certification or equivalent experience in a disciplinary area related to the position responsibilities.
• Associate Teaching Professor
Initial appointment to this rank is discouraged. This rank requires an earned terminal degree or academic/professional certification or equivalent experience in a disciplinary area related to the position responsibilities.

• Teaching Professor
Initial appointment to this rank is discouraged. This rank requires an earned terminal degree in a disciplinary area related to the position responsibilities.

The initial appointment letter issued by the Dean will include a description of duties and responsibilities, including teaching load, which may vary depending on service or other responsibilities related to the position.

c) Limitations

(1) Teaching faculty are not eligible for sabbatical leave or for consideration for the award of tenure.

(2) No appointment (including reappointment, with or without promotion) shall be for a term of more than five (5) years.

(3) Best efforts shall be made to ensure that the number of individuals in the Instructor, Teaching Professor, Clinical Professor or Research Professor tracks shall not exceed one-half (50%) of the total number of full-time faculty in the department or program where these positions are located.

(4) For those departments or programs where the number of individuals in the Instructor, Teaching Professor, Clinical Professor or Research Professor tracks exceeds one-half (50%) of the total number of full-time faculty any future hires shall be for tenure-track faculty until this guideline is achieved.

3. Teaching Assignments

The maximum assignment per academic year for teaching faculty of any rank shall be twenty-four (24) teaching units (fourteen (14) in the Law School). The teaching assignments shall be primarily in the faculty member’s area of professional expertise. Teaching faculty may also have advising responsibilities as determined by the College and Department.
4. Ratings for Contract Renewal and Promotion Recommendations

a) General

(1) All Full-Time Lecturer full-time teaching faculty shall be evaluated annually by the Department Faculty Evaluation Committee and the Department Chair or the Chair of the Tenure and Promotion Committee in the Law School. Annual evaluations shall take into account effectiveness in teaching and any other of the three remaining categories for evaluation as specified in the individual employment contract of the Full-Time Lecturer. Teaching faculty will be evaluated in the category of Teaching Effectiveness and Advising and any other of the three remaining categories for evaluation (Scholarship and Professional Activities, University Service, and Public Service) as defined in Article VII(A) and as specified in the individual’s employment contract.

(2) Full-time lecturers in these ranks will be evaluated annually and are eligible for raises on the basis of their performance in teaching, service and professional development, as appropriate to their specific work assignments. Full-time Teaching Faculty are eligible for salary increases, Merit-I, and Merit-II based on their annual evaluations. The process for awarding salary increases and Merit shall follow the same process as for tenure-track faculty.

(3) The Department Chairperson or the Chair of the Tenure and Promotion Committee in the Law School shall be responsible for evaluating each part-time Lecturer part-time teaching faculty annually and for recommending or not recommending each part-time Lecturer part-time teaching faculty member for reappointment. All part-time Lecturer part-time teaching faculty shall be evaluated in teaching effectiveness. Benefited part-time Lecturer part-time teaching faculty shall also be evaluated on the basis of any other responsibilities identified in their individual contracts.

Teaching effectiveness shall be evaluated based on the following:
- student rating;
- a review of the syllabus, if prepared by the PTL, including learning outcomes, and other material relevant to the course; and,
- classroom visit and observation by the Department chairperson or designee.

Teaching effectiveness for part-time teaching faculty shall be evaluated based on the following:
- a review of the course syllabus including learning outcomes, if prepared by the part-time Instructor or part-time Assistant Professor;
- samples of instructional material relevant to the course;
• samples of course assessment material such as exams, quizzes, and assignments;
• multiple classroom visits and observations by the Department Chairperson or designee.

The recommendation to reappoint or not reappoint the PTL part-time Instructor or part-time Assistant Professor will be made by the department chair, Department Chairperson or the Chair of the Tenure and Promotion Committee in the Law School based on the evidence above.

b) Ratings for Personnel Recommendations

The following ratings are to be used in evaluating teaching faculty for all personnel recommendations:

Ratings for Annual Evaluation

The following ratings for the annual evaluation of teaching faculty are established:

• Highly Recommended
  For part-time teaching faculty; an Excellent in Teaching Effectiveness and Advising.
  For benefited part-time and full-time teaching faculty; an Excellent in Teaching Effectiveness and Advising, an Excellent or a Very Good in any other category appropriate to their appointment and rank, and no Unsatisfactory ratings.

• Recommended
  A Very Good in Teaching Effectiveness and Advising and no Unsatisfactory ratings.

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

c) Ratings for Promotion Recommendations

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

• Recommended
An Excellent in Teaching Effectiveness and Advising, an Excellent or a Very Good in any other category appropriate to their appointment and rank, and no Unsatisfactory ratings.

- Not Recommended

Failure to meet the standards under the “Recommended” rating.

5. Appointment, Reappointment, and Promotion

a) Initial Appointments

(1) Generally, initial appointments are made at the rank of Instructor or Assistant Teaching Professor and shall be for a term of two (2) years. When an appointment is made on an emergency basis (i.e. without following full search and screen process) the term shall be non-renewable for one (1) year.

(2) The search process for teaching faculty shall follow the University procedures for tenure-track faculty positions.

(3) Offers of appointment for teaching faculty shall follow the University and College procedures for tenure-track faculty positions.

b) Annual Evaluation and Reappointment

4. Renewal of Appointment

Full-time lecturer appointments are renewable, in the sole discretion of the University, depending on satisfactory performance and unit and University need. Renewals of appointments at the ranks of Senior Lecturer I and Senior Lecturer II may be for a period of up to five years.

Any renewal shall also specify the Full-Time, Senior I, or Senior II Lecturer’s duties and responsibilities. Changes in the Lecturer’s duties and responsibilities may be negotiated between the Lecturer and the Department, subject to the approval of the Dean.

No non-tenure-track faculty appointment, reappointment or promotion carries a guarantee of future reappointments or promotions. All appointments and
5. Criteria for Reappointment and Promotion

Reappointments and promotions shall be based on the lecturer’s performance measured against the standards established pursuant to Article VII(A), as appropriate to their specific work assignments, as well as institutional needs including academic, enrollment, and teaching priorities and requirements of the academic unit.

(1) Each department with teaching faculty will establish performance criteria for teaching faculty. The criteria must be approved by the College Dean and the Provost.

(2) Full-time lecturers teaching faculty appointments are renewable, in the sole reasonable discretion of the University, depending on satisfactory performance and unit and University need. Renewals of appointments at the ranks of Senior Lecturer I and Senior Lecturer II may be for a period of up to five years.

   i. Reappointment shall be based on the teaching faculty member’s performance measured against the standards established pursuant to Article VII(A), as appropriate to their specific work assignments, as well as institutional needs including academic, enrollment, teaching priorities, the requirements of the academic unit, and the strategic direction of the College/Department.

(3) Renewals of appointments at the ranks of Senior Lecturer I and Senior Lecturer II, Assistant Teaching Professor, Associate Teaching Professor and Teaching Professor should may be for a period of up to five (5) years.

(4) Generally, the first reappointment shall be for a term of two (2) years, subsequent reappointments shall be for a term of three (3) to five (5) years and, unless otherwise specified, shall be renewable indefinitely. The minimum period for reappointment at any rank shall be two (2) years.

(5) Any renewal shall also specify the Full-Time, Senior I, or Senior II Lecturer’s Instructor’s, Assistant Teaching Professor’s, Associate Teaching Professor’s or Teaching Professor’s duties and responsibilities. Changes in the Lecturer’s duties and responsibilities shall be negotiated between the Lecturer individual and the Department, subject to approval by the Dean.
(6) No non-tenure-track faculty appointment, reappointment or promotion carries a guarantee of future reappointments or promotions. All appointments and reappointments are contingent upon maintaining the appropriate visa status and work authorization.

(7) The process and procedures for evaluations for annual review and merit shall follow the department, college and university timeline and procedures used for tenure-track faculty.

The Department Faculty Evaluation Committee will conduct annual reviews, and make recommendations on reappointment, merit, and promotion as appropriate.

(8) Notice of Non-Reappointment
Non-reappointment of a faculty member in the Lecturer Teaching Professor ranks may be based on several factors in the sole at the reasonable discretion of the University, including but not limited to insufficient funding or lack of need; unsatisfactory performance; or for cause. The University will make reasonable efforts to provide faculty members with written notice of the University's intent not to renew within the following guidelines: three months' notice for one-year and two-year appointments, and six months’ notice for appointments of three years or more.

(9) Recall
Whenever during the term of this Agreement, it shall be necessary to fill a position that is vacant in the bargaining unit due to non-reappointment pursuant to Article XV(A)(8) except for unsatisfactory performance or for cause, the most senior member, in terms of University service, shall be reappointed provided that the individual is academically qualified to teach in the position. Any such member so reappointed shall retain all the rights and privileges accrued during previous employment.

(10) Dismissal
Dismissal of a full-time Lecturer faculty member in the Teaching Professor ranks before the end of an appointment period may occur for cause. Incompetence in the faculty member's professional capacity; neglect of duty; repeated and/or willful disregard of the rules of the University or of academic freedom; physical or mental incapacity; or any other conduct of a character seriously prejudicial to a faculty member's teaching or research or to the welfare of the University, its faculty, staff or students may each constitute cause for dismissal.

(11) Upon request by the teaching faculty member, teaching faculty at the rank of Assistant Teaching Professor and higher shall be considered for a five (5) year contract as follows:
After three consecutive annual ratings of Recommended or Highly Recommended by both the Departmental Faculty Evaluation Committee and the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, the teaching faculty member may be considered for a five (5) year contract.

The teaching faculty member shall request a review for consideration of a five (5) year contract. This request shall be made to the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School who shall inform the chair of Departmental Faculty Evaluation Committee. This review shall follow the same timeline and procedure as used for a Year 5/6 pre-tenure review.

The teaching faculty member shall submit a summative dossier reflecting their accomplishments in Teaching Effectiveness and Advising and other activities appropriate to the individual’s employment contract to the chair of the Departmental Faculty Evaluation Committee. Additional categories of evaluation appropriate to their specific work assignments including Scholarship and Professional Activities, University Service, and Public Service may be included at the discretion of the candidate.

The Department Faculty Evaluation Committee shall forward the summative dossier together with the committee’s recommendation on reappointment with a five (5) year contract to the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School.

The Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School shall forward the summative dossier together with their recommendation on reappointment with a five (5) year contract to the College Dean. If the recommendation differs from that made at a previous level, then a written justification shall be provided.

The Dean of the College shall forward their recommendation on reappointment with a five (5) year contract to the Provost. If the recommendation differs from that made at any previous level, then a written justification shall be provided.

Reappointment with a five (5) year contract requires a positive recommendation from each of the Department Faculty Evaluation Committee, the Departmental Chairperson or the Chair of the Tenure
and Promotion committee in the Law School and the Dean of the College.

viii. All reappointments of teaching faculty, including five (5) year contracts, are made by the Dean.

c) Promotion

6. Promotion Eligibility

Individuals with ten (10) years of continuous full-time equivalent service at the Full-Time Lecturer level will be eligible for consideration for promotion to the rank of Senior Lecturer I. Such promotions shall be effective at the beginning of the academic year following that in which the individual was reviewed for promotion.

Individuals with six (6) years of continuous full-time equivalent service at the Senior Lecturer I level will be eligible for consideration for promotion to the rank of Senior Lecturer II. Such promotions shall be effective at the beginning of the academic year following that in which the individual was reviewed for promotion.

7. Promotion Review Process

The review process for promotion to Senior Lecturer I or Senior Lecturer II shall be similar to the process used to evaluate tenure-track faculty promotions.

Candidates eligible for promotion will develop a Promotion dossier that includes an updated CV, annual review documentation, annual FARs, representative course materials, a summary of teaching assignments and student teaching evaluations, evidence of student success, reports from annual teaching observations by peers, external peer evaluation, other evidence of professional development, and a personal statement.

Denial of promotion does not preclude reappointment at the current rank, nor does it preclude reconsideration for promotion at a later date.

8. Promotion Increment
Individuals promoted from Lecturer to Senior Lecturer I during an academic year shall receive a promotion increase of $3,000, in addition to any contractual salary increments, effective September 1st of the following year.

On or before September 1st of each year the Vice Chancellor for Human Resources shall inform each Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School of those individuals in their department or program eligible for promotion to Associate Teaching Professor or Teaching Professor.

Denial of promotion does not preclude reappointment at the current rank, nor does it preclude reconsideration for promotion at a later date.

1. After four (4) annual ratings of Recommended or Highly Recommended by both the Departmental Faculty Evaluation Committee and the Department Chairperson, teaching faculty appointed with the rank of Instructor shall automatically be promoted to the rank of Assistant Teaching Professor.

2. Teaching faculty with the rank of Assistant Teaching Professor or Associate Teaching Professor are eligible for review for promotion.

3. While length of service alone is not cause for promotion, the following shall be considered the typical time to be spent in rank:

   i. Instructor; a minimum of four (4) years full-time University teaching.

   ii. Assistant Teaching Professor; a minimum of six (6) years full-time University teaching. Years as an Instructor shall count toward years in rank.

   iii. Associate Teaching Professor; a minimum of six (6) years full-time University teaching.

   iv. Review will normally occur no earlier than the sixth (6th) year in a teaching faculty position.

4. Candidates eligible for promotion shall be responsible for assembling all pertinent materials in a summative Promotion dossier reflecting their accomplishments in each of the categories of evaluation as defined in Article VII(A) and as specified in their employment contract.

   This promotion dossier shall include an updated CV, a summary of teaching assignments and other activities appropriate to the individual’s employment contract, annual Faculty Activity Reports, annual review documentation, and a
personal statement. At the discretion of the candidate, in consultation with the Department, additional material such as, but not limited to, representative course materials, evidence of student success, reports from annual teaching observations by peers, and other evidence of professional development may be included as a part of this dossier.

The candidate shall be responsible for delivering this dossier to the Department Faculty Evaluation Committee no later than November 15th.

(5) The candidate and Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, with the approval of the College Dean, shall identify a reviewer external to the department or program to evaluate the candidate’s teaching. Using a standard form, the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School shall solicit this evaluation letter.

(6) The evaluation procedures for promotion shall be the same as those used for the evaluation of tenure-track faculty except that the review is conducted using the review criteria agreed to for teaching faculty, and no reference to tenure shall apply.

(7) The Departmental Faculty Evaluation Committee and the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School both make recommendations regarding the promotion. If the department level recommendation is favorable, the Dean makes a recommendation regarding the promotion. If either or both the Department’s and the Dean’s recommendation are favorable, the portfolio is forwarded to the Provost. If the Provost’s recommendation is favorable, the Chancellor makes the decision regarding the promotion upon the recommendation of the Provost.

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

   i. For purposes of promotion, teaching faculty shall be evaluated by the Department Faculty Evaluation Committee and the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School. The Department Faculty Evaluation Committee shall judge the candidate for promotion on the basis of Teaching Effectiveness and Advising and any of the other three (3) categories described in Article VII(A) appropriate to the candidate’s specific work assignments and shall classify the candidate using the ratings of Article VII(E). The Committee’s recommendations shall be substantiated in writing by referring to the relevant categories of Article VII(A) and ratings of Article VII(E). The Department
Chairperson or the Chair of the Tenure and Promotion committee in the Law School shall review the candidate’s summative portfolio and the recommendations of the Department Faculty Evaluation Committee. The Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School shall evaluate the candidate in terms of the categories of Article VII(A) and shall make a recommendation according to the ratings of Article VII(E) and shall substantiate this recommendation in writing. If the recommendation differs from that of the previous level, the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School shall provide a written reasonable justification for this. The candidate shall have the right to read the recommendations of the Department Faculty Evaluation Committee and the recommendation of the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, and may add to the file any evidence, or documentation which the candidate believes to present a more valid view. The candidate shall have the right to grieve the recommendation of the Department Faculty Evaluation Committee or the recommendation of the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, according to the grievance procedures of Article XVII. 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 or the Chair of the Tenure and Promotion committee in the Law School for transmittal to the Dean of the College 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 Dean of the College. At the end of this seven (7) day period, the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School shall forward to the Dean of the College by December 30th the candidate’s complete file including the summative portfolio, the recommendation of the Department Faculty Evaluation Committee, the recommendation of the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, and any additional material submitted by the candidate. Copies of the Department’s recommendations shall be sent to the President of the Faculty Federation for informational purposes.

ii. 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 or the Chair of the Tenure and Promotion committee in the Law School, and the President of the Faculty Federation. If the recommendation differs from that of
the previous level(s), the Dean shall provide a written reasonable justification for this. The candidate shall have the right to submit additional materials within seven (7) days from receipt of the recommendation to the College Dean. The candidate, 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 candidate 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. At the end of this seven (7) day period, the College Dean shall transmit to the Provost the complete file including the summative portfolio, the recommendation of the Department Faculty Evaluation Committee, the recommendation of the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, the Dean’s own recommendation, and any additional materials submitted by the candidate by February 20th.

iii. 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 or the Chair of the Tenure and Promotion committee in the Law School, and the President of the Faculty Federation prior to being sent to the Chancellor. If the recommendation differs from that of the previous level(s), the Provost shall provide a written reasonable justification for this. 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. At the end of this seven (7) day period, the Provost shall transmit to the Chancellor the complete file, including the summative portfolio, the recommendation of the Department Faculty Evaluation Committee, the recommendation of the Department Chairperson or the Chair of the Tenure and Promotion committee in the Law School, the recommendation of the College Dean, the recommendation of the Provost, and any additional materials submitted by the candidate.

iv. The Chancellor shall make a decision on promotion for each candidate by May 15th. The Chancellor’s decision shall be conveyed in writing to the candidate and a copy shall be sent to the candidate’s Department
Chairperson or the Chair of the Tenure and Promotion committee in the Law School.

6. Grievance

Teaching Faculty, as members of the bargaining unit, shall have all the benefits of the grievance procedure as outlined in this agreement.

6. SALARY SCHEDULE AND BENEFITS FOR PART-TIME LECTURERS
6. SALARY SCHEDULE AND BENEFITS FOR PART-TIME INSTRUCTORS AND PART-TIME ASSISTANT TEACHING PROFESSORS

a) Benefits – the Administration agrees to provide full GIC benefits, effective September 1, 2005, for all eligible Part-Time Lecturers (PTLs) part-time Instructors and part-time Assistant Teaching Professors.

(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. University Extension courses taught during the Fall and Spring semesters shall count towards eligibility.

(1) Part-time Instructors and part-time Assistant Professors who have taught twelve (12) or more teaching units (fifteen (15) or more teaching units for CVPA studio-only faculty) over the time period encompassing two (2) of the past two (2) of semesters or greater shall be eligible for benefits.

(2) Initial status for eligibility: Once eligibility has been attained, PTLs part-time Instructors and part-time Assistant Teaching Professors with half-time or greater status will be benefited. Half-time status is defined as teaching 6 or more teaching units per semester (7.5 units for CVPA studio-only faculty) plus additional service duties assigned by the Department Chair or the Chair of the Tenure and Promotion committee in the Law School, 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. OCE courses taught during the Fall and Spring semester will count toward the eligibility requirement.

(3) Maintaining status: Once eligibility has been attained, part-time Instructors and part-time Assistant Teaching Professors must teach a minimum of 12 teaching units (fifteen (15) teaching units for CVPA studio-only faculty) per year to maintain eligibility. OCE courses will count toward the eligibility requirement. Courses taught during the Summer semester will count towards the prior academic year.
(4) Service: All benefited PTLs part-time Instructors and part-time Assistant Teaching Professors 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 part-time Instructors and part-time Assistant Teaching Professors 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 part-time Instructors and part-time Assistant Teaching Professors will be paid over the same 12-month period. If allowed by the GIC contract, PTLs part-time Instructors and part-time Assistant Teaching Professors who become eligible shall receive benefits at the start of the Spring semester.

b) Each part-time lecturer part-time Instructor and part-time Assistant Teaching Professor shall receive a minimum salary per unit course credit-hour as follows:

(1) With effect the semester commencing on or after June 30, 2020, beginning with the third consecutive semester of service at UMass Dartmouth: $1,441 $1,666; for semesters 4 of 5 through and including semesters 9 of 10: $1,935 $1,893; and for semesters 10 out of 11 or greater: $1,817 $2,159.

(2) With effect the semester commencing on or after June 30, 2021, beginning with the third consecutive semester of service at UMass Dartmouth: $1,749; for semesters 4 of 5 through and including semesters 9 of 10: $1,988; and for semesters 10 out of 11 or greater: $2,267.

(3) With effect the semester commencing on or after June 30, 2022, beginning with the third consecutive semester of service at UMass Dartmouth: $1,836; for semesters 4 of 5 through and including semesters 9 of 10: $2,087; and for semesters 10 out of 11 or greater: $2,380.

7. HIRING OR RENEWAL OF CONTRACT

a) All Lecturers part-time Instructors and part-time Assistant Teaching Professors shall be notified of their hiring or contract renewal at least fourteen (14) days in advance of the beginning of the semester.

b) Lecturers part-time Instructors and part-time Assistant Teaching Professors 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.
c) Lecturers, part-time Instructors and part-time Assistant Teaching Professors 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 part-time Instructors and part-time Assistant Teaching Professors.

8. BENEFITS

The members of the bargaining unit shall continue to be covered by all the fringe benefits provided by law. Part-Time Lecturers, Part-time Instructors and part-time Assistant Teaching Professors shall be eligible for benefits as provided in 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.

a) Tuition Remission
All Part-Time Lecturers, All part-time Instructors and part-time Assistant Teaching Professors 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.

b) Sick Leave
All Part-Time Lecturers, All part-time Instructors and part-time Assistant Teaching Professors 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.

c) Grievance
All Part-Time Lecturers, All part-time Instructors and part-time Assistant Teaching Professors shall have all the benefits of the grievance procedure as outlined in this Agreement.

9. WORKING CONDITIONS

Part-Time Lecturers, Part-time Instructors and part-time Assistant Teaching Professors 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. All part-time Instructors and part-time Assistant Teaching Professors shall provide one (1) office hour per course per week while classes are in session. The University shall make best efforts to provide office
space that provides an appropriate level of privacy to support these duties and any other duties required of the part-time faculty member by the Department Chairperson.