

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the American Federation of Teachers, Local 1895, AFL-CIO, Faculty Federation (Faculty Federation) and the Board of Trustees of the University of Massachusetts Dartmouth (University).

WHEREAS, on or about February 22, 2018, the University filed a petition (CAS-18-6523) seeking to establish a separate bargaining unit of academic department chairpersons (Chairperson); and

WHEREAS, the Faculty Federation opposes that petition; and

WHEREAS, the Faculty Federation and the University wish to resolve the issues raised in the petition; and

NOW THEREFORE, for the mutual consideration described below, the Faculty Federation and the University agree to the following:

### Intent

The mutual agreements contained in this Memorandum of Agreement are intended to specify the additional terms and conditions of employment for those faculty serving as the Chairpersons at the University of Massachusetts Dartmouth. The Faculty Federation and the University agree to continue to negotiate in good faith over additional terms, including during successor negotiations.

Wherever the terms of this Memorandum of Agreement conflict with the terms of the Collective Bargaining Agreement, the terms of this Memorandum of Agreement or established past practices that do not conflict with this Memorandum of Agreement shall prevail.

### Duties and Responsibilities

The description of Chairperson's responsibilities is attached to this agreement as Attachment A. The specific and appropriate activities will be further defined through consultation between the Chairperson and Dean.

### Term, Qualification, Selection and Appointment, and Removal

1. The term of a Chairperson shall be four (4) years.
2. If a Chairperson resigns, is removed or recalled, or is unable to serve by reason of death, illness, resignation or other incapacity; during any period for which there is a vacancy, the college Dean may appoint an Interim Chairperson to serve for a period not to exceed one (1) year. In circumstances where it is not possible to appoint a Chairperson or Interim Chairperson, the Dean or designee may assume the role of acting Chairperson for the purpose of conducting the necessary business of the Department, until a Chairperson or Interim Chairperson can be appointed.

3. Any tenured faculty member in the Department shall be eligible to serve as Chairperson; provided that, in cases of small departments (four or fewer tenured/tenure-track faculty) tenure-track faculty shall be eligible to serve.
4. The nomination of a Chairperson shall generally follow the procedure in Article V(A)(1), except:
  - a. The college Dean may, by providing written reasons to the department faculty, decline to accept the nomination, upon which the faculty may submit an alternative nomination.
  - b. If the college Dean declines to accept the alternative nomination, the college Dean may appoint any eligible faculty member from the Department to serve as Interim Chairperson for a period not to exceed one (1) year and may initiate a search for an external Chairperson in accordance with the standard UMass Dartmouth hiring process.
  - c. Except under extraordinary circumstances, the external Chairperson shall be appointed with a recommendation for tenure in the Department at the time of hire.
5. The recall of a Chairperson by the department shall generally follow the procedure in Article V(A)(4); provided that, except in unusual circumstances, any Chairperson who is appointed through an external search may not be recalled until they have served one (1) full chair term of four years; except that, in unusual circumstances, where the Department faculty and the Dean agree, the Chairperson can be recalled at other times.
6. If, after a minimum of one (1) year's service, a Chairperson demonstrates repeated willful neglect or poor performance of their agreed-upon duties, the college Dean, in consultation with the Provost, and upon written notification to the Provost, the Chairperson, and the tenured members of the department, may remove the Chairperson for cause; except that, in unusual circumstances, where the Department faculty and the Dean agree, the Chairperson can be removed at other times.
7. Upon the recall or removal of a Chairperson, the vacancy provisions of paragraph 2 shall apply, and a successor Chairperson shall be appointed in accordance with the provisions contained in paragraphs 2, 3 and 4, above.
8. Actions concerning the term, qualification, selection and appointment, or removal of a Chairperson shall not be subject to the grievance procedure, except where such action was arbitrary or capricious.

#### Evaluation and Compensation

9. The evaluation of "Academic Leadership/Administration" of the Chairperson by the Dean referred to in Article VII(G)(1) shall include an evaluation of the mutually agreed upon duties and responsibilities, and shall be separate and not included in any other category of performance.
10. The Academic Leadership/Administration evaluation will be used for Merit II award for Chairpersons.
11. Chairpersons shall receive a financial stipend that is in addition to the 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.
12. Compensation for carrying out the responsibilities associated with being Department Chairperson shall be determined based on the complexity of the department according to the model outlined below:

Thirteen factors are considered in determining the complexity of an academic unit. Ten of these factors are important indicators of the size of the department:

1. Total headcount of full-time faculty
2. Total number of PTLs (defined as adjuncts teaching in day program and adjuncts teaching day program courses online)
3. Number of undergraduate student majors
4. Number of graduate students pursuing the MS/MA degree
5. Number of graduate students pursuing a doctoral degree
6. Number of undergraduate degrees produced
7. Number of MS/MA graduate degrees produced
8. Number of doctoral degrees produced
9. Total expenditures from external-funded research grants
10. Student-credit-hours delivered
11. Number of degree programs offered
12. Total number of full-time equivalent (20 hrs/wk) Graduate Student Assistants (Teaching Assistant, Teaching Fellow, Instructional Assistant, Studio Assistant, Clinical Assistant, Graduate Assistant and externally-funded Research Assistant) employed within the Department.
13. Number of FTE support staff

These factors generate points as outlined below:

Points	Headcount FT Faculty	Headcount PTLs	UG Majors	Masters	Doctoral	UG Degrees	Masters Degrees	Doctoral Degrees	External Grant Expenditure	SCH Generated
1	1 to 6	1 to 3	1 to 100	1 to 40	1 to 6	1 to 15	1 to 5	1	\$1 to \$200k	1 to 1,000
2	7 to 14	4 to 8	101 to 200	41 to 70	7 to 14	16 to 30	6 to 15	2	\$200,001 to \$400k	1,001 –to 2,500
3	15 to 30	9 to 18	201 to 300	71 to 100	15 to 25	31 to 50	16 to 30	3	\$400,001 to \$600k	2,501 to 5,000
4	>30	>18	>300	>100	>25	>50	>30	>3	>\$600k	>5000

Points	Number of Degree Programs Offered	Total number of FTE Graduate Student Assistant	Number of FTE Support Staff
0.5	2	1 to 5	2 to 4
1	3	6 to 10	5 to 7
1.5	4	11 to 20	8 to 10
2	5 or more	21 or more	11 or more

The Base Stipend Amounts are as follows:

Compensation: <del>\$8,500</del>	
Total Points	Compensation
10 or fewer	\$8, 500
10.5 to 19	\$11, 000
19.5 to 28	\$13, 500
28.5 to 37	\$16, 000
37.5 to 46	\$18, 500
Points calculated based on 3-year average	

The stipend outlined above constitutes the only additional compensation for the Chairperson contractual period per Article V to which Department Chairpersons will be entitled for carrying out the duties of the Chairperson.

#### Training/Consultation and Miscellaneous Provisions

13. The University will provide annual training for Chairpersons where participation is required, including, e.g. contractual and other procedural requirements, best practices in academic leadership, and updates from the Office of Human Resources, including affirmative action issues and workshops on problem solving methods. The Administration will consult with the Faculty Federation regarding the terms and scope of this training.
14. The Provost may call periodic meetings of the Chairpersons for the purpose of consultation and providing information, e.g. on new policies or procedures, the clarification of chair duties, etc. provided that such meetings are not for the purpose of bargaining.
15. The Chairpersons shall elect a representative to serve on the Executive Board of the Faculty Federation. The elected representative with the Faculty Federation President shall meet with the Provost or a designated academic officer on a regular basis.
16. On behalf of the Chancellor and/or Provost or a designated academic officer(s) shall meet with representatives of the Faculty Federation regularly to facilitate the implementation for this agreement.
17. The Faculty Federation shall provide representation for any Department Chair in grievances filed against the actions of a Department Chair.

A copy of this Memorandum of Agreement shall be filed with the Department of Labor Relations and the University hereby asks the Department of Labor Relations to administratively close the petition for six months to allow the Faculty Federation and the University to finalize the contractual language. Either party may request the DLR to resume hearings on the petition at that time if a final agreement has not been reached. Should the University determine to proceed with the CAS petition, this agreement shall be null and void.

Signed this 12 of December, 2018.

For the Faculty Federation

Catherine M. Cunniff  
Janet White  
Victorio H. Toshi

For the University

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Thygn Chen  
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## ATTACHMENT A: Chairperson Roles and Responsibilities

The Department Chairperson shall be responsible to the Chancellor of the University, through the College Dean, who has overall authority and responsibility for the College, and through the Provost who, as chief academic officer under the Chancellor, has primary responsibility for University academic programs and authority over all Colleges.

The primary responsibility of the Department Chairperson will be to: evaluate faculty members within their department (Article VII), assign faculty teaching duties (Article VIII) and complete those tasks required to support the students and faculty in the Department.

The overall responsibilities of each Department Chairperson shall be to lead and promote the academic and intellectual growth of their department and the effective use of, and advocacy for, the educational/instructional resources and programs within the department in meeting the needs of the students, faculty and staff, and the objectives of the College, including:

- Leading faculty in the development and articulation of the vision and goals for the department in accordance with the College and University strategic plan.
- Working with the relevant University offices to recruit a diverse faculty and student body.
- Where appropriate, encouraging faculty to submit research grant proposals and other solicitation for external support for teaching and scholarship.
- Working with the Dean's office to develop, with appropriate resources, a mentoring program for junior faculty to assist them in establishing their teaching and scholarship.
- Supervising the activities of administrative staff and professional technicians assigned to the department.
- Encouraging and reinforcing a positive working environment; working with faculty to resolve disputes and disagreements within the department, and referring issues to appropriate University offices.
- Assisting and encouraging the department faculty in their pursuit of excellence in teaching, learning and scholarship.
- Fostering and leading a departmental culture of continuous improvement.

Within workload and resource constraints, each College Dean and Chairperson together shall develop the specific and appropriate activities to be undertaken during the Chairperson's contractual period. These activities may include:

- a) Recruiting candidates for faculty positions within their department following University policies and procedures, including:
  - Submitting requests with justification for full-time faculty and professional technician positions to the College Dean.
  - At the direction of the Dean, initiating the creation of a Search and Screen Committee charged with identifying qualified candidates for faculty and professional technician positions following University guidelines for personnel hires.

- Except at the School of Law, recommending to the College Dean, candidates for full-time faculty, professional technician and staff positions, after receiving recommendations from the chair of the Search and Screen Committee and in consultation with the department faculty (and in the case of professional technicians, consultation with the department professional technicians, if any), in accordance with the UMass Dartmouth Procedures for Recruitment, Selection, and Hiring.
  - Subject to availability of funding, hiring part-time lecturers, with the advice of tenured department faculty.
- b) Evaluating faculty members within their department in accordance with the provisions set forth in Article VII of the CBA.
- c) Assigning faculty in accordance with the prescribed curriculum, and of the workload provisions set forth in Article VIII of the CBA.

Faculty teaching assignments will be made in accordance with Article VIII.A. of this Agreement and in accordance with the following:

- Proposed course schedules shall meet the enrollment and program needs of the Department, College and University.
  - Proposed course schedules shall ensure, as best as possible, appropriate and balanced teaching loads among faculty.
  - In scheduling and assigning courses, faculty requests will be taken into account by the Department Chairperson. Requests shall be in writing.
  - Department Chairperson should take into account the department goals, such as increasing externally funded grant activities, when determining faculty workloads.
  - For planning purposes, Deans may request multi-year preliminary course schedules.
- d) Implementing approved academic standards and policies as they pertain to departmental programs, including:
- In consultation with the appropriate office, serving as primary conduit between the department and the administration concerning the policies of the University, and developing action plans as necessary.
  - Collaborating with and guiding the faculty in a regular review of curricular offerings to assure fulfillment of accreditation requirements, employer expectations, and suitable standards of excellence.
  - As appropriate, reviewing the academic records of transfer students and determining transfer credits.
  - With advanced notice, participating in events to assist in the recruitment of excellent students into the degree programs.
  - Coordinating with the faculty and administration on assessment, data collection and reporting required for state and national accreditation reviews of majors or programs offered by the department.

- Orienting new employees on departmental policies, procedures and advising during the Chairperson's contractual period.
  - Working with Environmental Health & Safety to encourage awareness and implementation of relevant safety practices in the operation of the department.
  - Communicating regularly with students and, when appropriate, using student input to shape the academic policies and procedures of the department.
  - Coordinating student advisement within the department, including both academic advising and career mentoring.
  - Meeting students upon request; such meetings would be generally during working hours during the Chairperson's contractual period.
  - Facilitating and working on assessment activities of the Department, College, and University during the academic year.
- e) Preparing estimates of future educational, fiscal and physical needs of the Department, including:
- Submitting an annual budget request to the Dean.
  - Approving pertinent departmental expenditures and monitoring department accounts.
  - Using available funds responsibly and in accordance with University policy to promote the vision and goals of the Department.
  - Working with technicians, administrative assistants, and other University units to ensure the maintenance and security of an inventory of departmental equipment.
- f) In cooperation with appropriate departmental committees and the College Dean, periodically reviewing departmental and course curricula, course descriptions, etc. to ensure their currency and compliance with professional practice and accreditation standards.
- g) Assigning faculty offices in accordance with Article VIII.H.1.
- h) Ensuring that student course ratings are performed for all courses taught by department faculty. (Except for online courses, pending the recommendations of the labor management committees for Online and Continuing Education and Student Course Ratings).
- i) Forming appropriate committees and assigning tasks to ensure performance of departmental service activities.
- j) Other duties specifically provided for elsewhere in the CBA; such other Department Chairperson duties being subject to negotiation with the Faculty Federation.

In the discharge of these responsibilities, the Department Chairperson shall consult with the members of their Department and the College Dean.

A copy of this Memorandum of Agreement shall be filed with the Department of Labor

Relations and the University hereby asks the Department of Labor Relations to administratively close the petition for six months, to allow the Faculty Federation and the University to execute this MOA. Should the University determine to proceed with the CAS petition, this agreement shall be null and void.