



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, 2017

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
- Clinical Nursing Assistant Professor
- Clinical Nursing Associate Professor
- Clinical Nursing Professor
- Lecturer, Full-Time, UMass Dartmouth
- Senior 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

1 Technical Associate, UMass Dartmouth
2 Research Professor, UMass Dartmouth
3 Research Associate Professor, UMass Dartmouth
4 Research Assistant Professor, UMass Dartmouth
5 Jurist in Residence, UMass Dartmouth
6 Visiting Professor of Law, UMass Dartmouth
7 Clinical Law Fellow, UMass Dartmouth
8 Law Librarian, UMass Dartmouth
9 Associate Law Librarian, UMass Dartmouth
10 Assistant Law Librarian, UMass Dartmouth
11

12 **B. DEFINITIONS**

- 13 1. The term “Academic Year” shall consist of the period September 1, to May
14 31, inclusive except for the School of Law where it shall consist of the
15 period August 15, to May 15, inclusive, subject to variation by the Law
16 Academic Council to ensure complete fall and spring semesters over a
17 period not less than nine months and not more than 40 weeks, and to
18 accommodate graduation, which may occur outside this period.
- 19 2. The term “Employer” shall be defined as the University of Massachusetts
20 Board of Trustees.
- 21 3. The term “Administration” shall be defined to include the President, the
22 UMass Dartmouth Chancellor and other principal administrative officers
23 of the University; such designation is not to include individuals and
24 positions as defined under Section A. of Article I., in the Educational
25 Services Unit Contract or Section A. of Article I., of the Trustees/Faculty
26 Federation Agreement. The Administration shall be responsible for the
27 management of the University of Massachusetts Dartmouth.
- 28 4. The term “Chancellor” as used in this agreement means the Chancellor of
29 the University of Massachusetts Dartmouth.
- 30 5. The term “Provost” as used in this agreement means the Provost and Vice
31 Chancellor for Academic Affairs of the University of Massachusetts
32 Dartmouth.
- 33 6. The term “University” as used in this agreement means the University of
34 Massachusetts Dartmouth.
- 35 7. The term “Dean” or “Dean of the College” as used in this Agreement means
36 the Deans of the Colleges or Schools of the University or the Dean of
37 Library Services of the University.
- 38 8. The term “Faculty” as used in this Agreement means a member of the
39 bargaining unit holding the title of Full-Time Lecturer, Senior Lecturer,
40 Part-Time Lecturer, Instructor, Visiting Professor of Law, Jurist in

- 1 Residence, Assistant Professor, Associate Professor, Professor, Clinical
2 Nursing Assistant Professor, Clinical Nursing Associate Professor,
3 Clinical Nursing Professor, Commonwealth Professor, or Chancellor
4 Professor who teaches at least one course per academic year, except for
5 those on sabbatical leave.
- 6 9. The term "Federation Representative" as used in this Agreement means
7 any officially designated representative of the Faculty Federation.
- 8 10. The term "Librarian" as used in this Agreement means a member of the
9 bargaining unit who is a staff member of the University Library who holds
10 a Master of Library Science Degree from an institution accredited by the
11 American Library Association or an equivalent degree, and who holds the
12 title Assistant Librarian, Associate Librarian, or Librarian.
- 13 11. The term "Library Assistant" as used in this Agreement refers to a staff
14 member in a professional position with a bachelor's degree and significant
15 library experience with relevant course work in library science desirable.
- 16 12. The term "Full-Time Visiting Librarian" as used in this Agreement means
17 a librarian other than those holding the title of Librarian or Library
18 Assistant whose normal work week is 37.5 hours.
- 19 13. The term "Part-Time Visiting Librarian" as used in this Agreement means
20 a librarian other than those holding the title of Librarian, Library Assistant
21 or Full-Time Visiting Librarian whose normal work week is 20 hours or
22 less.
- 23 14. The term "Professional Technician" as used in this Agreement means a
24 member of the bargaining unit, in a professional position, who assists in
25 laboratories, maintains instructional equipment, or prepares instructional
26 material, and who holds the title Professional Technician IV, Professional
27 Technician III, Professional Technician II, or Professional Technician I.
- 28 15. The term "Trustees" refers to the Board of Trustees for the University of
29 Massachusetts.
- 30 16. The term "University System" refers collectively to all educational
31 facilities or academic locations under the control of the Trustees.
- 32 17. The term "Promotion" as used in this Agreement means advancement to a
33 higher rank approved by the Board of Trustees.
- 34 18. The term "Probationary Period" as used in this Agreement means the
35 period of the bargaining unit member's employment preceding the
36 granting of tenure or permanent appointment.

- 1 19. The term “Unsatisfactory Report” as used in this Agreement means that
2 the individual was rated below average on the form used in evaluating
3 teaching effectiveness in a class by more than fifty (50%) percent of the
4 students in that class.
- 5 20. The term “Department” shall be defined as any recognized instructional or
6 service unit (including library divisions).
- 7 21. The term “Part-Time Faculty” as used in this Agreement means an
8 employee who is not “Full-Time” and teaches a minimum of one (1)
9 course.
- 10 22. The term “Campus” refers to any single educational facility or academic
11 location of the University of Massachusetts Dartmouth.
- 12 23. The term “He” whenever used in this Agreement shall mean “He” or
13 “She.” Likewise, “Him” shall signify “Him” or “Her.”
- 14 24. Whenever the singular is used in this Agreement, it shall include the
15 plural.
- 16 25. The term “Full-Time Lecturer” as used in this Agreement means a faculty
17 member other than those holding the title of Commonwealth Professor,
18 Chancellor Professor, Professor, Associate Professor, Assistant Professor,
19 or Instructor, who teaches ten (10) or more units in a semester.
- 20 26. The term “Part-Time Lecturer” as used in this Agreement means a faculty
21 member other than those holding the title of Commonwealth Professor,
22 Chancellor Professor, Professor, Associate Professor, Assistant Professor,
23 Instructor or Full-Time Lecturer who has taught at least one (1) course for
24 three (3) consecutive semesters or who is teaching in the third consecutive
25 semester.
- 26 27. Research Associate - Any non-faculty employee of the University of
27 Massachusetts Dartmouth whose primary responsibilities are to: (a)
28 supervise research activities or (b) to conduct research through the
29 University of Massachusetts Dartmouth.
- 30 28. Technical Associate - Any non-technician employee of the University of
31 Massachusetts Dartmouth whose primary responsibility is to provide
32 technical support to employees engaged in the supervision or conduct of
33 research activities through the University of Massachusetts Dartmouth.
- 34 29. Members of the unit who are appointed by a College Dean to serve as an
35 Assistant or Associate Dean shall be considered non-unit employees for
36 the duration of their administrative appointment.

- 1 30. The term “Research Faculty” as used in this Agreement means a member
2 of the bargaining unit holding the title of Research Professor, Research
3 Associate Professor or Research Assistant Professor and who is engaged
4 full time in grant supported research or scholarship.
- 5 31. Jurist in Residence
6 A faculty member who formerly served as a judge or justice who is
7 appointed to the School of Law faculty. A Jurist in Residence is employed
8 on renewable three-year probationary contracts with the possibility of
9 five-year renewals. Such position is not eligible for tenure.
- 10 32. Visiting Professor of Law
11 An individual with teaching experience, who may or may not be employed
12 as a law professor at another institution who is given a limited, non-
13 renewable one to two-year contract.
- 14 33. Clinical Law Fellow
15 A Clinical Law Fellow is any non-faculty employee of the University of
16 Massachusetts School of Law whose primary responsibilities are to work
17 in a Law clinic operated by the School of Law, specifically on direct
18 representation, student supervision, teaching and/or appellate and
19 advocacy work.
- 20 34. The term “Clinical Nursing Faculty” as used in this Agreement shall mean
21 a member of the bargaining unit holding the title of Clinical Nursing
22 Professor, Clinical Nursing Associate Professor, or Clinical Nursing
23 Assistant Professor. Clinical nursing faculty are non-tenure eligible, fixed-
24 term faculty members who are qualified by training, experience, or
25 education to direct or participate in specialized university functions,
26 including teaching, student internships, clinical training, or other practice
27 components of degree programs, scholarship, and service. Responsibilities
28 of clinical nursing faculty may encompass any area of professional
29 practice and/or technical expertise.
- 30 35. The term “Law Librarian” as used in this Agreement means a member of
31 the bargaining unit who is a staff member of the University of
32 Massachusetts School of Law Library who holds a Master of Library
33 Science Degree from an institution accredited by the American Library
34 Association or an equivalent degree and a J.D. or L.L.B. degree from an
35 institution accredited by the American Bar Association or a state, and who
36 holds the title Assistant Law Librarian, Associate Law Librarian, or Law
37 Librarian. The provisions of this agreement that apply to Librarians shall
38 also apply to Law Librarians unless the contract says otherwise.

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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.

The parties agree that no provision of this section shall be deemed to create or confer on any person any right enforceable under the terms of this Agreement.

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

1 shall be for the purpose of discussing and resolving mutual problems affecting the
2 overall relationships between the parties to this Agreement. In addition to the
3 regularly scheduled meetings, special meetings, both at the college and university
4 levels, shall be held at the request of either party to discuss and resolve questions
5 relative to the Agreement.

6 **D. BULLETIN BOARDS**

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

9 **E. DISTRIBUTION OF MATERIALS**

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

12 **F. FEDERATION MEETINGS**

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

18 **G. INFORMATION**

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

26 **H. TRUSTEE MEETINGS**

- 27 1. The Faculty Federation will be supplied a copy of the agenda and a copy
28 of the packet of back-up materials which is supplied to the press in
29 advance of each regular or special meeting of the Trustees.
- 30 2. All items relating to the terms of the Agreement between the Trustees and
31 the Federation shall be placed on the agenda of the Board of Trustees to be
32 discussed at a specified time determined by the Board with notification to
33 the Faculty Federation.
- 34 3. A copy of the minutes of all Trustee meetings shall be sent to the Faculty
35 Federation President including Executive Session minutes after approval
36 by the Board.

1 **I. FACULTY REPRESENTATION**

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

7 **J. FACULTY FEDERATION OFFICE**

8 The Federation shall be provided with an office on campus suitable for carrying
9 out its functions under the Agreement.

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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 in consultation with members of the department and must be acceptable to the Dean of the College or School, except in the School of Law, faculty teaching assignments shall be decided by the Dean or Dean's designee in consultation with members of the department and must be acceptable to the Law Academic Council.
5. The Trustees shall uphold the faculty's academic freedom to discuss controversial issues.
6. The exercise of legal and constitutional rights shall in no way jeopardize the faculty member's position or rights.

1 7. The parties recognize that there shall be no censorship of library materials.

2 **B. SUSPENSION FROM CLASS**

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

14 **C. THE UNIVERSITY OF MASSACHUSETTS INTELLECTUAL**
15 **PROPERTY POLICY**

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

25 1. Definitions

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

- 28 a) Confidential Information - Information that is received by a
29 Covered Individual from a third party under an express or implied
30 obligation of confidence.
- 31 b) Covered Individuals - All staff, faculty members, students, adjunct
32 professors in residence, and any other individuals associated with
33 the University.
- 34 c) Copyrightable Work - A creative work that is protectable under the
35 copyright laws of the United States or other countries. Copyright
36 protection is available for most literary, musical, dramatic, and
37 other types of creative works, including, for example, computer
38 software, teaching materials, multimedia works, proposals, and
39 research reports.

- 1 d) CVIP - The University Office of Commercial Ventures and
2 Intellectual Property, which has primary responsibility for
3 administering the development and commercialization of
4 Intellectual Property through licensing or other arrangements.
- 5 e) Director - The Executive Director of the CVIP.
- 6 f) Evaluation Committee or Committee - One of several University
7 committees, each with a particular area of technical expertise, that
8 advises the CVIP and Associate Provost for Research and Economic
9 Development in evaluating Inventions, Tangible Research
10 Materials, and Copyrightable Works.
- 11 g) Exempted Scholarly Work - A Scholarly Work that falls within
12 certain categories of Copyrightable Works for which academic
13 institutions have historically waived any ownership interest in
14 favor of the author. The University currently recognizes the
15 following categories of Exempted Scholarly Works: textbooks,
16 class notes, classroom and online presentation and instruction,
17 research articles, research monographs, student theses and
18 dissertations, paintings, drawings, sculpture, musical compositions
19 and performances, dramatic works and performances, poetry, and
20 popular fiction and nonfiction or other works of artistic expression.
21 As modern types of works become clearly established as Scholarly
22 Works, so that individual consideration is no longer deemed
23 necessary, the President may expand this list of Exempted
24 Scholarly Works beyond these historically established categories.
25 As described below, under most circumstances Exempted
26 Scholarly Works need not be disclosed to the University and the
27 University automatically waives any ownership interest in such
28 works.
- 29 h) Intellectual Property - Inventions, Copyrightable Works, and
30 Tangible Research Materials.
- 31 i) Invention - A discovery or development that may be protectable
32 under the patent laws of the United States, the United States Plant
33 Variety Protection Act, or equivalent laws in other countries.
- 34 j) Outside Researcher - An individual who performs or directs
35 research for an organization other than the University.
- 36 k) President - The President of the University or the President's
37 designee.
- 38 l) Public Disclosure or Publicly Disclosed - Any written or oral
39 disclosure of an Invention or Copyrightable Work to any person

- 1 not under a contractual or fiduciary obligation of confidentiality to
2 the University.
- 3 m) Scholarly Work - A Copyrightable Work that has the primary goal
4 of disseminating academic or scholarly knowledge, or is a work of
5 artistic expression. As described below, whether a Copyrightable
6 Work is a Scholarly Work will be determined by the Director and
7 Associate Provost for Research and Economic Development on a
8 case-by-case basis (except that Exempted Scholarly Works are
9 automatically considered Scholarly Works), and under most
10 circumstances the University waives all ownership interests in
11 Scholarly Works.
- 12 n) Tangible Research Materials or Materials - Tangible biological,
13 chemical, and physical materials or equipment. Examples include
14 cell lines, antibodies, DNA or RNA, chemical samples, plasmids,
15 and prototypes.
- 16 o) Associate Provost for Research and Economic Development - The
17 Associate Provost for Research and Economic Development at each
18 campus, or where no such person exists, the Provost (or their
19 designees).
- 20 2. Scope
- 21 a) Persons Subject to the Policy
- 22 All Covered Individuals are subject to this Policy.
- 23 b) Types of Intellectual Property Covered by the Policy
- 24 This Policy addresses the three categories of Intellectual Property
25 (Inventions, Copyrightable Works, and Tangible Research
26 Materials) as well as Confidential Information. The President shall
27 have authority to designate additional types of Intellectual Property
28 under this Policy.
- 29 c) Exclusion of Materials Developed Within an Attorney-Client
30 Relationship
- 31 Any property developed within an attorney-client relationship shall
32 be owned and controlled as required by the ethical rules of
33 practice. This policy shall not apply to such property unless the
34 rules of ethics establish that the attorney rather than the client is
35 entitled to ownership of the property.

36

1 3. Policy

2 a) Participation Agreement

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

8 (1) Students - Students must sign the Participation Agreement
9 prior to employment by the University in any research-
10 related position. Such employment would include, for
11 example, an arrangement whereby a student is funded as a
12 research assistant under a government research grant or an
13 industry-sponsored research agreement with the University.
14 Students may also be required to sign the Participation
15 Agreement under other appropriate circumstances, as
16 determined by the Associate Provost for Research and
17 Economic Development.

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

24 b) Ownership of Intellectual Property

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

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

39 If a Covered Individual makes, creates or discovers
40 Intellectual Property (other than Exempted Scholarly

1 Works) that is the same as, directly related to, or
2 substantially similar to a research project in which that
3 faculty member is engaged at the University, then
4 “significant use” of University resources will be presumed.
5 As described below, the Covered Individual may rebut this
6 presumption of University ownership through submission
7 of documentary evidence which clearly establishes that the
8 Intellectual Property was developed without significant use
9 of University resources.

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

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

27 (4) Student Works

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

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

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

16 c) Administrative Procedures - Inventions and Copyrightable Works

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

31 (1) Disclosure to the University - Disclosure forms should be
32 submitted to the CVIP or the Associate Provost for Research
33 and Economic Development. The Associate Provost for
34 Research and Economic Development and the CVIP will
35 exchange copies of all disclosure forms that each receives.
36 The Associate Provost for Research and Economic
37 Development will also make available to the campus Office
38 of Grants and Contracts appropriate information to permit
39 required disclosures to research sponsors (e.g., federal
40 agencies). The CVIP will make available appropriate
41 disclosure forms. The treatment of different categories of
42 Intellectual Property is set forth below.

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

21 If a Copyrightable Work is an Exempted Scholarly
22 Work, no disclosure is required under any
23 circumstances. In other cases in which a Covered
24 Individual desires treatment of a Copyrightable
25 Work as a Scholarly Work, the Covered Individual
26 should submit to the CVIP or Associate Provost for
27 Research and Economic Development, in addition
28 to the disclosure form, a request for treatment of the
29 work as a Scholarly Work and a brief explanation of
30 why the work should be a Scholarly Work.

31 In the case of an Invention or Copyrightable Work
32 that the Covered Individual claims is not subject to
33 University ownership because the Intellectual
34 Property was developed without significant use of
35 University resources, the Covered Individual should
36 submit to the CVIP or Associate Provost for
37 Research and Economic Development, in addition
38 to the disclosure form, a request for confirmation of
39 individual ownership together with documentary
40 evidence which clearly establishes that fact.

41 (b) University-Commissioned Works - In the case of
42 Inventions and Copyrightable Works (including
43 Exempted Scholarly Works) that a Covered
44 Individual is specifically hired or commissioned by

- 1 the University to develop (see Section 3.b) (2)
2 above), disclosure of the Intellectual Property is
3 required unless otherwise provided by written
4 agreement between such individual and the
5 University.
- 6 (c) Intellectual Property Subject to Contractual
7 Obligations (e.g., Sponsored Research Agreements)
8 - In the case of Inventions and Copyrightable Works
9 (including Exempted Scholarly Works) developed
10 in the course of research funded by a sponsor
11 pursuant to a grant or research agreement, or which
12 is subject to a materials transfer agreement,
13 confidential disclosure agreement or other legal
14 obligation requiring disclosure, the disclosure of
15 such Intellectual Property will be governed by the
16 terms of such grant or agreement, as approved by
17 the University, if such terms differ from this Policy.
- 18 (2) Evaluation and Disposition of Disclosures - The Director
19 and the Associate Provost for Research and Economic
20 Development will review, evaluate, and make a disposition
21 of all disclosure forms, and will promptly notify the
22 Covered Individual of their disposition. The evaluation and
23 disposition of a disclosure will be completed as soon as
24 possible, but for Inventions (and computer software)
25 ordinarily no later than ninety (90) days, and for
26 Copyrightable Works (other than software) ordinarily no
27 later than thirty (30) days, after the CVIP or the Associate
28 Provost for Research and Economic Development receives a
29 complete and accurate disclosure form and any other
30 information that the CVIP or the Associate Provost for
31 Research and Economic Development requests in order to
32 make an informed evaluation of an Invention or
33 Copyrightable Work. Disclosure forms will be evaluated
34 for one of more of the following dispositions, subject to the
35 appeals process described in Section 3.c) (4) below:
- 36 (a) Scholarly Work - In the case of a Copyrightable
37 Work that is claimed as a Scholarly Work (but is not
38 an Exempted Scholarly Work), the Director and the
39 Associate Provost for Research and Economic
40 Development will decide whether that work is in
41 fact a Scholarly Work.
- 42 (b) No Use of University Resources - In the case of an
43 Invention or Copyrightable Work that the Covered

1 Individual claims is not subject to University
2 ownership because the Intellectual Property was
3 developed without significant use of University
4 resources, the Director and the Associate Provost
5 for Research and Economic Development will
6 decide whether there was in fact significant use of
7 University resources.

8 (c) Evaluation of Commercial Potential: The
9 Evaluation Committees - In the case of Intellectual
10 Property that the Covered Individual discloses for
11 possible commercialization by the University, the
12 Director and the Associate Provost for Research and
13 Economic Development will determine its
14 commercial potential. To assist in this
15 determination, the Director and the Associate
16 Provost for Research and Economic Development
17 may consult with patent or copyright counsel and
18 outside experts in particular fields.

19 In addition to these resources, the Director and the
20 Associate Provost for Research and Economic
21 Development may seek the advice of various
22 Evaluation Committees with expertise in various
23 fields of research, which Committees the President
24 shall have authority to establish at the President's
25 discretion. Each Committee will be composed of
26 faculty members with relevant expertise, appointed
27 by the Chancellors in consultation with the Director
28 and the Vice Chancellors for Research; a
29 representative from the CVIP other than the
30 Director; and a Committee Chair, selected by vote
31 of the whole Committee. The Director may invite to
32 any Committee meeting one or more individuals
33 from outside the University with relevant industry
34 experience to advise the Committee.

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

1 In the unlikely event that the Director and the Associate
2 Provost for Research and Economic Development disagree
3 on the disposition of a disclosed Invention or Copyrightable
4 Work, a final decision shall be made by the President.

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

10 (a) Intellectual Property Developed With University
11 Resources - The University automatically waives its
12 rights in Exempted Scholarly Works. In all other
13 cases, the University will ordinarily waive its
14 ownership rights in favor of the inventor or creator
15 of an Invention or Copyrightable Work if the
16 Covered Individual has made complete and accurate
17 disclosure of such Intellectual Property in
18 accordance with this Policy and the Director and
19 Associate Provost for Research and Economic
20 Development have determined that the Intellectual
21 Property comes under one or more of the following
22 categories (as described in detail above):

- 23 • Copyrightable Work that is a Scholarly Work
- 24 • Intellectual Property developed without
- 25 significant use of University resources
- 26 • Intellectual Property that the University has
- 27 decided not to commercialize

28
29 (b) University-Commissioned Works - The University
30 will not ordinarily waive its ownership rights in any
31 Intellectual Property (including Exempted Scholarly
32 Works) that is developed by a Covered Individual
33 who is specifically hired or commissioned by the
34 University for that purpose, unless otherwise
35 provided by written agreement between such
36 individual and the University.

37 (c) Intellectual Property Subject to Contractual
38 Obligations - In the case of Intellectual Property
39 (including Exempted Scholarly Works) that is
40 developed in the course of research funded by a
41 sponsor pursuant to a grant or research agreement,

1 or which is subject to a materials transfer
2 agreement, confidential disclosure agreement, or
3 other legal obligation affecting ownership, the
4 relinquishment of any University rights in the
5 Intellectual Property will be governed by the terms
6 of the relevant grant or agreement, as approved by
7 the University, if such terms differ from this Policy.
8 A Covered Individual may need a separate waiver
9 or assignment of rights from the other party in order
10 to acquire complete rights to the Intellectual
11 Property.

12 If certain Intellectual Property is available for
13 relinquishment by the University (as set forth above), the
14 inventor or creator of the Intellectual Property may request
15 in writing that the Director grant a release or assignment of
16 rights. The Director in consultation with the Associate
17 Provost for Research and Economic Development will
18 promptly respond to this request. The University will retain
19 a royalty-free, non-exclusive license to use any such
20 Inventions or Copyrightable Works for academic research
21 and teaching.

22 (4) Appeals - If a Covered Individual disagrees with a decision
23 of the Director and the Associate Provost for Research and
24 Economic Development under Section 3.c) (2) above, such
25 individual may ask for reconsideration by the appropriate
26 Evaluation Committee. The Committee shall review the
27 matter and make its recommendation to the Director and
28 the Associate Provost for Research and Economic
29 Development who shall reconsider the matter. That decision
30 may be appealed to the President, who shall review the
31 written records and make a decision which shall be final.

32 d) Administrative Procedures - Tangible Research Materials

33 While potential commercial value should not inhibit the free
34 exchange of University-owned Tangible Research Materials for
35 research purposes, the University nonetheless recognizes that such
36 Materials may have significant commercial value. In addition,
37 Tangible Research Materials received by Covered Individuals may
38 be subject to contractual restrictions that severely limit the use and
39 transfer of such Materials, to the detriment of University
40 researchers. The University has therefore established the following
41 procedures to allow the free exchange of Tangible Research
42 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 Associate Provost for Research and Economic Development in the same manner as Inventions and will be treated in the same manner as Inventions.

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

21 If Materials are received by a Covered Individual in the
22 course of sponsored research, the transfer of such Materials
23 will be governed by the terms of the applicable sponsored
24 research agreement, if such terms differ from this Policy.

25 If any MTA restrictions would apply to research performed by
26 students, the affected students must agree to such restrictions in
27 writing.

28 e) Administrative Procedures - Confidential Treatment of Information

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

38 (1) Guidelines Regarding Public Disclosure of Inventions -
39 Internal disclosure of an Invention to the CVIP or Associate
40 Provost for Research and Economic Development will not
41 interfere with the ability to patent the Invention. However,
42 Public Disclosure of an Invention prior to filing for a patent

1 application (even one day before) will preclude the
2 availability of patent protection in most countries. This rule
3 applies to any non-confidential written or oral disclosure
4 that describes the Invention (e.g., at a scientific meeting, in
5 a journal, or even in an informal discussion with
6 colleagues).

7 Accordingly, the University strongly encourages Covered
8 Individuals to disclose Inventions to the CVIP as soon as
9 possible, and to delay Public Disclosure of the Invention
10 until the evaluation process is completed and a patent
11 application is filed. The CVIP and Associate Provost for
12 Research and Economic Development will attempt to
13 minimize delays in publication, but a delay of up to ninety
14 days is often necessary for evaluation. The CVIP and
15 Associate Provost for Research and Economic Development
16 will make every effort to expedite the evaluation process
17 when a Covered Individual indicates that there is a
18 compelling need for rapid publication.

19 During this interim period, an Invention may be safely
20 disclosed outside of the University under the protection of a
21 Confidential Disclosure Agreement (“CDA”), because
22 disclosures made under an appropriate CDA are not
23 considered Public Disclosures. The University therefore
24 recommends that all Covered Individuals use the
25 University-form CDA whenever they disclose information
26 relating to an Invention while the Invention is under
27 evaluation by the University, and the University strongly
28 recommends use of the University-form CDA and
29 consultation with the CVIP if a Covered Individual wishes
30 to disclose an Invention to an Outside Researcher
31 associated with a company or other for-profit organization,
32 or directly to such an organization. The CVIP will make
33 available appropriate forms of CDA. Faculty members have
34 authority to sign the University-form CDA on behalf of the
35 University when they will disclose information (but will
36 not receive information), provided they send a fully signed
37 original of the CDA to the CVIP as soon as possible.
38 Alternatively, CVIP representatives are authorized to
39 approve and sign CDAs on behalf of the University.

40 Covered Individuals should be aware that Public Disclosure
41 of an Invention prior to completion of the evaluation
42 process and filing of a patent application will adversely
43 affect the commercial value of the Invention and therefore

1 may decrease the likelihood that the University will
2 proceed with commercialization of that Invention.

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

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

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

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

38 f) Administrative Procedures - Sponsored Research with Commercial
39 Organizations

40 The Associate Provost for Research and Economic Development in
41 consultation with the CVIP shall have responsibility for

1 negotiating, executing, and administering funded research
2 agreements between the University and commercial organizations,
3 in accordance with the University policies on sponsored research.
4 The Associate Provost for Research and Economic Development
5 may delegate all or some of these responsibilities to the CVIP.
6 CVIP approval is required for any terms of such agreements that
7 affect rights to Intellectual Property (e.g., option rights, license
8 rights, or assignment of ownership). If any restrictions in a funded
9 research agreement (such as publication delays) would apply to
10 research performed by students, the affected students must agree to
11 such restrictions in writing.

12 g) Commercialization of University-Owned Intellectual Property

13 The CVIP in consultation with the Associate Provost for Research
14 and Economic Development shall have responsibility for
15 commercial development and administration of all University-
16 owned Intellectual Property. This commercial development will
17 ordinarily occur through licensing of Inventions, Copyrightable
18 Works, or Materials to a company. If the CVIP is successful in its
19 commercialization efforts, the inventor or creator will share in the
20 economic rewards, as will the department and campus.

21
22 (1) Distribution of Non-Equity Revenue Derived from
23 Commercialization - Royalty income and other non-equity
24 revenue derived from the licensing of University-owned
25 Intellectual Property will be distributed at the end of each
26 accounting period as follows:

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

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

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

1 In the case of multiple inventors or creators of
2 commercialized Intellectual Property, their shares will be
3 distributed as they unanimously agree or, in the absence of
4 agreement, in equal portions. If multiple departments or
5 programs are involved, their shares will be distributed in
6 the same manner as the distributions to the inventors or
7 creators within such departments or programs.

8 (2) Acceptance of Equity - The University may accept an
9 equity interest in a corporation, provided that before the
10 CVIP agrees to accept equity, it must receive the approval
11 of the Associate Provost for Research and Economic
12 Development, the Vice President for Economic
13 Development, and the University Treasurer. If the
14 University receives equity in connection with the
15 commercialization of Intellectual Property, such equity will
16 be held on behalf of the University by the University of
17 Massachusetts Foundation, Inc., and will be treated as
18 follows:

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

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

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

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

35 h) Enforcement

36 The Director, the Associate Provost for Research and Economic
37 Development, or the President may refer any matter to the
38 appropriate University official for disciplinary or other appropriate
39 action.

1 i) Appeals; Interpretation of Policy; Exceptions

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

9 j) Notwithstanding any provision above, if the University asserts that
10 intellectual property was developed within an attorney-client
11 relationship is subject to this policy, the Covered Individual who is
12 the attorney may assert a claim of attorney-client privilege to the
13 disclosure of any information requested by the University. If such a
14 privilege is asserted, no enforcement action may be undertaken
15 until after a ruling from the appropriate governmental body (Board
16 of Bar Overseers) establishes that the assertion of privilege was
17 inappropriate.

18 **Exhibit A to Intellectual Property Policy**

19 UNIVERSITY OF MASSACHUSETTS DARTMOUTH

20 Participation Agreement

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

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

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

33 a) I am encouraged to disclose any Inventions, Copyrightable Works
34 (except Exempted Scholarly Works), and commercially valuable
35 Tangible Research Materials that (i) I develop with significant use
36 of University resources or (ii) are the same as, directly related to,
37 or substantially similar to a research project in which I am engaged
38 at the University; however, if I intend to commercialize such
39 Intellectual Property, disclosure is required reasonably before I

1 take any action to commercialize such Intellectual Property.
2 Examples of commercial actions include, without limitation,
3 seeking patent or copyright protection, commencing discussions
4 with potential investors or licensees, or transferring the Intellectual
5 Property to a third party.

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

11 c) I am required to disclose any Inventions, Copyrightable Works
12 (including Exempted Scholarly Works), and Tangible Research
13 Materials that I develop in the course of research funded by a
14 sponsor pursuant to a grant or research agreement that requires
15 such disclosure, or which is subject to a materials transfer
16 agreement, confidential disclosure agreement, or other legal
17 obligation requiring such disclosure.

18 I agree to make such disclosures promptly and in reasonable detail on the
19 appropriate University Disclosure Form. In the case of Inventions that I
20 intend to commercialize, I understand that I should make such disclosure
21 reasonably prior to public disclosure of the Invention in order to provide
22 the University with an opportunity to file a patent application.

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

- 1 4. Income-Sharing; Relinquishment. I understand that, in accordance with
2 Section 3.g) (1) of the Policy, I will receive a portion of all royalty income
3 and other non-equity revenue derived from the licensing of Intellectual
4 Property that I assign to the University. I further understand that, in
5 accordance with Section 3.c) (3) of the Policy, if the University decides
6 not to commercialize such Intellectual Property, I will have an opportunity
7 to regain title so that I may pursue commercialization of the Intellectual
8 Property.
- 9 5. Administrative Procedures. I understand and agree to abide by the
10 administrative procedures for the transfer of Tangible Research Materials
11 and Confidential Information, as set forth in the Policy.
- 12 6. Certification by Principal Investigators. I agree to ensure that each person
13 who is subject to the Policy who participates in research at the University
14 under my supervision as Principal Investigator (excluding clerical and
15 non-technical workers) has signed and delivered a copy of this Agreement
16 in accordance with the Policy. I further agree to ensure that all students
17 under my supervision as Principal Investigator have agreed in writing to
18 any contractual restrictions (such as publication restrictions) that are
19 applicable to their research.
- 20 Signature:
21 Printed Name:
22 Department:
23 Date:

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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.

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ARTICLE V
GOVERNANCE & PARTICIPATION IN DECISION MAKING

A. SELECTION OF DEPARTMENT CHAIRPERSON, DIVISION HEAD OR LAW SCHOOL FACULTY LEADER

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

1. Department Chairpersons (except in the School of Law) 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 July 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, except for full-time lecturers with less than two continuous years of service in the same department and part-time lecturers (Art. XV, A. 1. B), as defined in the definitions clause (Art. I. B. 8.) and professional technicians shall be eligible to vote in the election for Department Chairperson; provided that in any department where the total number of full-time lecturers with more than two continuous years of service in the same department plus the number of professional technicians is greater than the number of tenure/tenure track faculty, a majority of both all eligible voters and tenure/tenure track faculty shall be necessary to elect a 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. Law School Faculty Leaders will be designated as follows:

In the case of the Law School, if this Agreement assigns a task to the department chairperson that is not expressly assigned to another person at the Law School, that task shall be done by the chairperson of the Tenure and Promotion Committee if the function arises under Article VII, and otherwise by the chairperson of the Law Academic Council.

- 4. 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.

- 5. 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.
- 6. 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. The School of Law shall have two (2) standing Committees for Faculty Evaluation. These shall be the Tenure and Promotion Committee (TPC) and the Annual Faculty Evaluation Committee (AFEC).

3. The Tenure and Promotion Committee (School of Law) shall be formed as all standing committees in the Law School and must consist of no fewer than four tenured faculty. The committee must be approved by a full vote of the full-time faculty of the School of Law. If there are insufficient tenured faculty to serve, the terms of V, B 1 apply. The Tenure and Promotion Committee will conduct evaluations for contract renewal, tenure, promotion or periodic multi-year review. The committee will make its recommendation to the Law Academic Council (LAC). The Law Academic Council will vote to accept or reject the recommendation of the TPC and report the results of this vote to the Dean of the School of Law. If there is disagreement between the TPC and the Law Academic Council, a separate report from the LAC shall be forwarded to the Dean of the Law School. Otherwise the principles of consideration for contract renewal,

tenure and promotion and PMYR contained elsewhere in Art, V (H, I, J, K) shall prevail.

4. The Annual Evaluation Committees (School of Law) shall be formed as all standing committees in the Law School and must consist of tenured faculty. The Committees must be approved by a full vote of the full-time faculty of the School of Law. The AFEC shall elect its own chairperson, who will make his/her own recommendation to the Dean of the School of Law.
5. Curriculum Committee. See Article V. E.1. and Article V. E. 2
6. Safety Committee. See Article V. G. 2.
7. Tenure Committee. See Article VII. I. 4.
8. Other committees to deal with matters other than faculty evaluation may be established by vote of the full-time members of the department.
9. For a three (3) year pilot period, the School of Law shall have the opportunity to establish appropriate standing Committees directly related to the conduct of programs of the School and consistent with compliance with all standards of the American Bar Association. These committees shall be established through a joint process between the Dean and the faculty. The faculty as a whole shall elect a Committee on Committees (COC) which will consist of three (3) tenured or untenured members of the Faculty. The Dean will consult with the faculty to identify the membership for each of the standing committees. The final membership of the standing committees must be approved by a majority vote of the faculty as a whole. The proposed membership for all committees shall be presented to the Faculty by the COC and the faculty shall vote to approve or disapprove the entire membership of the Committee. Each Committee (except for Art V, B, 3 above) shall elect its own Chairperson.

C. COMPOSITION OF COLLEGES

1. Departmental Composition

The five colleges and the two schools 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, Crime and Justice Studies, Economics, Educational Leadership, English, Foreign Literature and Languages, History, Mathematics, Medical Laboratory Science, Philosophy, Political Science, Portuguese, Psychology, Public Policy, Sociology and Anthropology, STEM Education and Teacher Development, and Women's and Gender Studies. The College of Arts and

Sciences shall also include Labor Education and African/African American Studies.

The Charlton College of Business shall include the Departments of Accounting and Finance, Management and Marketing, and Decision and Information Sciences.

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

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

The College of Visual and Performing Arts shall include the Departments of Art Education, Art History & Media Studies, Music, and Art and Design.

The School of Marine Science and Technology shall include the Departments of Estuarine and Ocean Sciences, and Fisheries Oceanography.

The School of Law shall consist of the academic programs offered by the School.

2. College Academic Council Composition

The five Colleges and two Schools that make up the University shall include the following College Academic Councils, respectively:

The College of Arts and Sciences shall include the Education Academic Council, 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.

The School for Marine Science and Technology shall include the Marine Science and Technology School Academic Council.

The School of Law shall have the appropriate committees to manage the academic program effectively, including the School of Law Academic Council.

D. COLLEGE ACADEMIC COUNCILS

1. Ten (10) College Academic Councils shall be established, one (1) each for the College of Business, Engineering, Visual and Performing Arts and Nursing, one (1) each for SMAST, and the School of Law, and four (4) within the College of Arts and Sciences, one (1) each in Education, Humanities, Social Sciences, and Science. Except for the School of Law, each Council shall have two (2) representatives from each department, with one (1) elected each year. The term of office shall be for two (2) years. The School of Law Academic Council shall be comprised of all full-time faculty.

At the call of the College or School Dean 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 to the appropriate College Academic Council. The name of the departmental representative will be forwarded in writing to the Dean of the College or School.

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

Education Council

Educational Leadership
STEM Education and Teacher Development

Humanities Council

English
Foreign Literature and Languages
History
Philosophy
Portuguese

Social Sciences Council

Crime and Justice Studies
Economics

Political Science
Psychology
Public Policy
Sociology/Anthropology
Women's and Gender Studies

Engineering Council

Civil and Environmental Engineering
Computer and Information Science
Electrical and Computer Engineering
Mechanical Engineering
Physics
Bioengineering

Visual and Performing Arts Council

Art Education, Art History & Media Studies
Art and Design
Music

Business Council

Accounting and Finance
Management and Marketing
Decision and Information Sciences

Science Council

Biology
Chemistry and Biochemistry
Mathematics
Medical Laboratory Science

Nursing Council

Community Nursing
Adult Nursing

SMAST Council

Estuarine and Ocean Sciences
Fisheries Oceanography

Law School Council

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 for curriculum changes within the department, and upon departmental approval, submit them to the Dean of the College or School. When the proposed curriculum changes involve another department or college, the Dean 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 for the undergraduate program. At the graduate level, the appropriate graduate program committee will serve as the curriculum committee. These committees 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 Dean of SMAST.

In the School of Law, there shall be a single Curriculum Committee. It shall be comprised of at least three (3) full-time faculty members recommended by the COC and confirmed by a vote of the full-time faculty of the School of Law; and one (1) law student member selected by the Student Bar Association who will be ex-officio. The Committee chairperson shall be one of the faculty members. This Committee shall make recommendations to the full law faculty for curriculum changes within the school, and upon approval, submit them to the Law Dean in accordance with ABA standards.

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 seven (7) person Screening Committee (except in the College of Arts and Sciences where it will be nine (9)) 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 four (4) Academic Council Areas; three (3), four (4) in the case of the College of Arts and Sciences, individuals appointed by the Chancellor; and one (1) UMass Dartmouth student from within the college appointed by the Student Senate.

3. Dean of Library Services

In the event of a vacancy in the office of Dean of Library Services, a seven (7) person Screening Committee shall be established for the nomination of candidate(s) to fill the vacancy. The committee shall be composed of one (1) faculty appointed by the President of the Faculty Federation, two (2) librarians elected by the librarians, three (3) individuals appointed by the Chancellor and one (1) student appointed by the Student Senate.

4. Dean of the School of Law

The Dean of the School of Law, except in extraordinary circumstances, shall hold an appointment as a member of the faculty with tenure.

In the event of a vacancy of the School of Law Deanship, a nine (9) person Search and Screen Committee shall be established for the nominating of candidates to fill the vacancy. The Screening Committee shall have 4 law faculty elected by the faculty, three (3) members appointed by the Chancellor and two law school students elected by the student bar association. The Committee shall ensure that all law faculty have an adequate opportunity to meet the finalist candidates during the screening

process and provide feedback to the Committee. Consistent with current University process, the Committee shall forward at least three finalists to the Provost providing the committees assessment of strengths and weaknesses.

The Dean will be evaluated annually by the Provost consistent with current University Faculty Senate practice, the Dean of the School of Law will be reviewed by the faculty at the end of his/her third year of service.

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 one member representing each of the Academic Councils (except the Law Academic Council) 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 two (2) 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. University Studies Committee

- a) There shall be a University Studies 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 University Studies 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 University Studies Committee to the Provost and may be reviewed for continuation by the University Studies 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 sixteen (16) members, two (2) from each Academic Council (except the Law Academic Council) elected by the faculty in that Academic Council. No member of the University Curriculum Committee may serve on the University Studies Committee. No member of a College Curriculum Committee may serve on the University Studies 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, the Chairperson of the School of Law's Committee on Committees or the chairperson's designee, and two (2) graduate students selected at large by the council. The Associate Provost for Graduate Studies or designee shall serve as Chairperson. The council shall make recommendations to the Provost. 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) ten faculty members, one from each Academic council; (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).

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

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

11. eLearning Committee. See Article VIII. E. 6.d (1).
12. Professional Leave Committee. See Article XIV. J.
13. Librarian Evaluation Committee. See Article XIII. B.

H. FACULTY SENATE

There shall be a Faculty Senate which shall maintain a Constitution and By-laws. Such Constitution and By-laws shall be incorporated herein by reference. 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. The President of the Faculty Senate shall be elected annually by the members of the Senate from among its members.
2. The Faculty Senate shall have a Steering Committee elected annually by and from the members of the Senate and shall consist of the President of the Faculty Senate and at least ten (10) other members representing the Academic Councils and Librarians.
3. The Senate shall meet regularly once each month during the academic year.

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. Department Chairpersons will submit requests with justification for full-time faculty searches by July 1 of the year prior to the requested date of the initial appointment. Authorizations for faculty searches will be based on strategic planning goals, enrollment, academic needs, and budget availability. To the extent possible, searches shall be authorized by August 1 of the year preceding the initial appointment date.
3. Initial Appointments and Contracts
 - a) Except for the School of Law, recommendations 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 and Screen Committee. The department Chairperson shall forward a recommendation along with the recommendation of the Search and Screen Committee to the College Dean.
 - b) For School of Law appointments, the Law Dean, with the advice and consent of the Law Faculty, shall appoint a Search and Screen Committee. Based on the hiring needs specified by the Dean and Law Faculty, the Search and Screen Committee shall solicit candidates by using standards and procedures to promote the goal of achieving quality and diversity on and equal opportunity for the faculty. The Search and Screen Committee shall screen the available candidates and produce a list of at least three finalists for each position for review by the Law Dean and Faculty. The finalists shall be made reasonably available to the Dean and Faculty for meetings and individual interviews. Faculty shall be given opportunity to provide feedback to the Screening Committee on finalist candidates. Consistent with standard University practice and EEO guidelines, the search Committee will forward the names of recommended finalists with strengths and weaknesses to the Dean. The Dean makes the final appointment recommendation to the Provost.

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

4 a) Each appointment to an academic position shall be made by the
5 Chancellor or designee. Initial tenure-track appointments shall
6 normally be for a period of two years. The precise terms and
7 conditions of each appointment including whether the appointee
8 shall have tenure credit of not more than three (3) years towards
9 tenure shall be set forth in writing by the Chancellor or designee
10 and sent to the appointee before the effective date of appointment.
11 Included shall be a statement detailing the specific requirements of
12 the position and in what dimensions performance will be evaluated
13 and the procedures of evaluation. This statement will be prepared
14 by the Department Chairperson in concert with the Department
15 Committee on Faculty Evaluation and approved by the College
16 Dean, the Provost and the Chancellor. The precise terms of the
17 individual's employment shall be made available to all persons and
18 groups under this Agreement who shall be involved in the
19 evaluation of said individual for the purpose of renewal, non-
20 renewal, promotion, salary increases and tenure. The conditions of
21 a contract of employment covered by the bargaining unit shall not
22 be contrary to any provisions of this Agreement. A copy of the
23 current Trustees/Faculty Federation Agreement shall be sent to the
24 appointee together with the offer of appointment. A copy of the
25 precise terms of each appointment shall be sent to the Faculty
26 Federation.

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

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

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

39 e) In the initial appointment, each person who has taught full-time at
40 another accredited institution of higher learning may be offered
41 credit toward tenure, and if hired as an Assistant Professor, offered
42 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.

- 1 4. Professor
- 2 For an appointment as a Professor, a candidate must possess the
- 3 appropriate terminal degree, or equivalent experience; and must have a
- 4 record of achievement sufficient to have gained substantial recognition on
- 5 and off campus from scholars and professionals in his or her field; and
- 6 must show significant potential for continuing professional achievement.
- 7 5. Chancellor Professor
- 8 For an appointment as a Chancellor Professor, a candidate must have held
- 9 the rank of Professor or its equivalent for a minimum of ten years and
- 10 must have gained extraordinary recognition on and off campus from
- 11 scholars and professionals in his or her field.

12 **C. GENERAL REQUIREMENTS**

13 In making appointments to the ranks of Professor or Associate Professor, an

14 applicant's record of publication of books authored, articles published in scholarly

15 journals, or professional artistic achievements which contribute to the

16 advancement of knowledge in the applicant's field shall be a major consideration

17 in determining eligibility. Success in the art and practice of teaching shall be

18 assumed as a basic requirement for initial and continuing employment in all

19 academic positions.

20 **D. EXCEPTIONS TO REQUIREMENTS**

21 Faculty members may be appointed initially at any rank in keeping with the

22 requirements of this Article, but nothing in these requirements should prevent the

23 initial appointment or the promotion of an individual of exceptional talent or

24 accomplishment who does not meet all the stated criteria.

25 Exception to these standards may also be made in emergencies or when no fully

26 qualified candidate meeting all standards is available for appointment and the

27 good of the University necessitates the filling of the specific position.

28 **E. “TERMINAL QUALIFICATIONS” IS DEFINED AS FOLLOWS:**

- 29 1. A doctor's degree from an accredited institution in the academic discipline
- 30 to be taught; or
- 31 2. In Business Administration the Ph.D. or D.B.A. or other appropriate
- 32 doctoral or professional degree or certification, such as the J.D., the LL.B.
- 33 and the C.P.A.; or
- 34 3. In Visual and Performing Arts (except for appointments in academic fields
- 35 such as Art History) the Master of Fine Arts and/or significant professional

- 1 work; or other appropriate professional degrees as determined by the
2 CVPA; or
- 3 4. In Bioengineering the Ph.D. in a science or engineering based textile-
4 related discipline; or
- 5 5. In Nursing the Ph.D. in Nursing or other appropriate doctoral degree as
6 determined by the College of Nursing; or
- 7 6. In Medical Laboratory Science the master's degree in an appropriate
8 specialization; or
- 9 7. In creative disciplines within the English Department, an MFA or
10 equivalent degree as determined by the department; or
- 11 8. For a librarian, the Masters of Library Science, or its equivalent, from an
12 institution accredited by the American Library Association; or
- 13 9. In the School for Marine Science and Technology, a doctoral degree in an
14 appropriate field as determined by the School; or
- 15 10. In the School of Law, a J.D. or LL.B.

16 **F. SENIORITY/DETERMINATION OF SENIORITY**

- 17 1. Seniority in the bargaining unit shall be determined by the date of
18 employment in the bargaining unit. This date will be determined in the
19 following manner:
 - 20 a) Where there has been one full-time appointment in the bargaining
21 unit, the date of employment in the bargaining unit is the basis for
22 determining seniority in the bargaining unit.
 - 23 b) Effective July 1, 1984, where there has been non-continuous full-
24 time employment in the bargaining unit, the date for determination
25 of seniority in the bargaining unit shall be constructed by moving
26 the date of the present appointment in the bargaining unit back the
27 number of months of the previous full-time employment in the
28 bargaining unit.
 - 29 c) An individual's seniority in the bargaining unit begins to accrue at
30 the time that the individual assumes full-time duties in the
31 bargaining unit.
- 32 2. A seniority list shall be prepared annually by the Vice Chancellor for
33 Administrative and Fiscal Services for the faculty members of each
34 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

The Chancellor, in consultation with the respective deans and provost, may appoint a faculty member, with the consent of the faculty member, to more than one department or school, whether or not the 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. A joint appointment is ordinarily for a period of three years and is renewable. The terms of the joint appointment, including the distribution among the departments of the faculty member's base salary and responsibilities in each of the contractual categories of evaluation, shall be specified in the letter of joint appointment.

When an individual is given a joint appointment as part of the initial contract, subsequent changes to the appointment shall require the approval of the dean(s) of the college(s) or school(s) and the provost.

When an individual who already holds a regular faculty appointment that does not involve a joint appointment is given a joint appointment, subsequent changes to the appointment and renewal of the joint appointment shall require the approval of the individual holding the joint appointment, the department chairpersons in both departments or schools, the dean(s) of the college(s) or school(s) and the provost.

When a joint appointment is made, only one department or school shall be identified as the individual's principal department. The principal department is the department in which the individual is considered for all personnel actions, including annual evaluations, contract renewal, tenure, promotion, and PMYR. It is also the department in which the individual shall vote on personnel actions on other department faculty, and it identifies the college academic council on which the individual shall be represented.

Faculty with joint appointments shall participate in the personnel actions of only their principal department. Faculty with 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.

The non-primary department or school shall have a role in the personnel actions concerning the faculty member with a joint appointment. For each personnel action, the primary department's Chairperson shall solicit information and an evaluation from the department faculty evaluation committee and department Chairperson of the non-primary department. That information will be given appropriate consideration, based on the initial letter of joint appointment, by the primary department's FEC and Chairperson in their recommendations for each personnel action.

1 **H. POLICY**

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

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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 Provost.

A copy of all official documents concerning personnel recommendations shall be maintained by the Department Chairperson. Copies of the recommendation at all levels shall be sent to the candidate, the Department Chair, the College Dean, the Provost, and the President of the Faculty Federation. This provision shall apply to all actions taken pursuant to the sections herein.

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.

- 1 • For personnel actions involving tenure and/or promotion, three (3) letters of
2 evaluation from external scholars in the individual's field of expertise are to be
3 solicited after consultation involving the College Dean, the faculty member's
4 Department Chairperson and the faculty member. One reviewer will be selected
5 by the faculty member involved in the personnel action, one by his/her
6 Department Chairperson and one by the College Dean. Using a standard form,
7 the Department Chairperson will solicit the evaluation letters.
- 8 Additional material may be included by the individual or the Department Chairperson as
9 seems appropriate to the personnel action being considered. After any level resulting in a
10 written evaluation for any personnel action covered by this Article, the bargaining unit
11 member may add to the file any statement, evidence, or other documentation the member
12 believes would present a more valid perspective.
- 13 In any personnel recommendation at any level beyond the Department Chairperson, if a
14 council or administrator includes information in addition to the information forwarded by
15 the Department Chairperson, that specific information shall be made known to the faculty
16 member under consideration before any recommendation is made. The faculty member
17 shall have the right to submit any statement, evidence, or other documentation which the
18 faculty member believes would represent a more valid view, provided that such materials
19 are submitted prior to the date specified for the recommendation of the council or
20 administrator.
- 21 No recommendations relative to a personnel action shall be arbitrary or capricious, but
22 rather shall be justified by referring to the candidate's performance in the categories
23 listed in Article VII. A. At any level subsequent to the initial recommendation, agreement
24 with the categories and ratings at the initial level may be grounds for the
25 recommendation. If there is disagreement at any subsequent level, such disagreement
26 shall be justified in terms of the categories in Article VII. A. and the ratings in Article
27 VII. C., VII. D., and VII. E.
- 28 No faculty member shall vote at more than one level on a personnel recommendation.
29 The exercise of the vote shall be at the lowest eligible level in the sequence of stages in
30 the recommendation process.
- 31 At the Academic Council level, the faculty department representatives shall not vote on
32 recommendations on faculty within their own department.
- 33 The Faculty Federation agrees to send forward all recommendations on contract renewal,
34 tenure, and promotion, including cases in which both the department faculty evaluation
35 committee or tenured faculty and the Department Chair do NOT recommend tenure,
36 providing that all departmental documents (including the recommendations of the
37 Department Tenure Committee and the Department Chair) go forward to the UMass
38 Board of Trustees in any and all such cases where the campus (Chancellor) makes a
39 recommendation on tenure to the Board of Trustees.
40
41

1 **A. CATEGORIES OF EVALUATION FOR PERSONNEL ACTIONS**

2 Each department/school shall develop written evaluation standards for tenure and
3 for each level of promotion, including promotion to Senior Lecturer I and Senior
4 Lecturer II, taking into account the mission of the University, and specifying the
5 types of items that will be considered within each of the categories of evaluation.
6 While certain aspects of a single project may be considered under different
7 categories, no single item or activity may be evaluated in more than one category.
8 Each department's written standards must be approved by a majority of the
9 department's tenured faculty, the Department Chairperson, the College or School
10 Dean, and the Provost. The department and the administrators identified in the
11 preceding sentence will review department standards every six years. Existing
12 standards remain in effect until revised standards have been approved.

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

15 1. Teaching Effectiveness and Advising

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

23 2. Scholarship and Professional Activities

24 Scholarship may include research, professional presentation and
25 publication, creative activities in one's field, peer review, and scholarly
26 consultation. Professional activities may include office in professional
27 organizations, service to one's profession, and professional development
28 efforts.

29 3. University Service

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

35

- 1 4. Public Service
- 2 Public service includes participation in community affairs and consultation
- 3 associated with one's area of professional competence.

4 **B. EVALUATIVE STATEMENT**

5 Each level of evaluation shall prepare a thorough yet concise statement of

6 evaluation for each of the categories evaluated. Reference must be made to

7 supporting evidence in the dossier. The following evaluative terminology shall be

8 used for each category:

9 Excellent, Very Good, Satisfactory, Unsatisfactory. Each faculty member

10 shall be evaluated in Teaching Effectiveness and Advising, Scholarship

11 and Professional Activities, and at least one other category. If the faculty

12 member chooses not to be evaluated in one of the last categories, the

13 phrase "Not Applicable" shall be used for that category.

14 **C. RATINGS FOR ANNUAL EVALUATION**

15 In view of the fact that teaching is the most important activity at UMass

16 Dartmouth, the following ratings for the evaluation of faculty are established.

17 These ratings shall be used for annual evaluation.

18 1. Highly Recommended

19 Excellent in either Teaching Effectiveness and Advising or Scholarship

20 and Professional Activities and a Very Good in any other category and no

21 Unsatisfactory ratings.

22 2. Recommended

23 Excellent or Very Good in either Teaching Effectiveness and Advising or

24 Scholarship and Professional Activities and no unsatisfactory ratings.

25 3. Not Recommended

26 Failure to meet the standards under the "Recommended" rating.

27 **D. RATINGS FOR CONTRACT RENEWAL RECOMMENDATIONS**

28 Third and Fourth Year Contract Renewal

29 In view of the fact that teaching is the most important activity at UMass

30 Dartmouth, the following ratings for the evaluation of faculty are for third and

31 fourth year contract renewals:

- 1 1. Recommended
- 2 An Excellent or Very Good in either Teaching Effectiveness and Advising
- 3 or Scholarship and Professional Activities and no unsatisfactory ratings
- 4 2. Not Recommended
- 5 Failure to meet the standards under the “Recommended” rating

6 Fifth and Sixth Year Contract Renewals

7 In view of the fact that teaching is the most important activity at UMass

8 Dartmouth, the following ratings for the evaluation of faculty are established. The

9 following ratings for the evaluation of faculty are established for fifth and sixth

10 year contract renewal:

- 11 1. Recommended
- 12 An Excellent in either Teaching Effectiveness and Advising or
- 13 Scholarship and Professional Activities and no Unsatisfactory ratings, or
- 14 A Very Good in both Teaching Effectiveness and Advising and
- 15 Scholarship and Professional Activities and no Unsatisfactory ratings.
- 16 2. Not Recommended
- 17 Failure to meet the standards under the “Recommended” rating.

18 **E. RATINGS FOR PROMOTION AND TENURE RECOMMENDATIONS**

19 The following ratings for the evaluation of faculty are established for promotion

20 and tenure recommendations:

- 21 1. Recommended
- 22 An Excellent in either Teaching Effectiveness and Advising or
- 23 Scholarship and Professional Activities and a Very Good in the other of
- 24 these two categories and no unsatisfactory ratings.
- 25 2. Not Recommended
- 26 Failure to meet the standards under the “Recommended” rating.

27 **F. TIMETABLE FOR PERSONNEL RECOMMENDATIONS**

28 On or before September 1 of each academic year the Vice Chancellor for

29 Administrative and Fiscal Services shall inform each Department Chairperson of

30 those individuals who must be considered during that academic year for third and

31 fourth, or fifth and sixth year contract renewals or for tenure.

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

2 1. Third and Fourth Year Contract Renewal

3 The Department Faculty Evaluation Committee shall forward its
4 recommendation to the Department Chairperson by October 1 of the
5 individual's second contract year. The Department Chairperson's
6 recommendation shall be forwarded to the College Academic Council by
7 October 15. The College Academic Council shall forward its
8 recommendation to the College Dean by November 1. The College Dean's
9 recommendation shall be forwarded to the Provost by November 15.

10 2. Fifth and Sixth Year Contract Renewal

11 The evaluation in the third year for a fifth and sixth year contract will
12 thoroughly address all issues that will influence the final decision on
13 tenure. The Department Faculty Evaluation Committee shall forward its
14 recommendation to the Department Chairperson by April 1. The
15 Department Chairperson's recommendation shall be forwarded to the
16 College Academic Council by April 15. The College Academic Council
17 shall forward its recommendation to the College Dean by May 1. The
18 College Dean's recommendation shall be forwarded to the Provost by May
19 30.

20 3. Tenure

21 The tenured members of the department shall forward their
22 recommendation to the Department Chairperson by October 15. The
23 recommendation of the Department Chairperson shall be forwarded to the
24 College Academic Council by November 15.

25 The College Academic Council shall forward its recommendation to the
26 College Dean by December 1. The College Dean's recommendation shall
27 be forwarded to the Provost by January 1. The recommendation of the
28 Provost shall be forwarded to the Chancellor by February 1.

29 4. Promotions

30 The Department Faculty Evaluation Committee shall forward its
31 recommendation to the Department Chairperson by December 1. The
32 Department Chairperson's recommendation shall be forwarded to the
33 College Academic Council by December 30. The recommendation of the
34 College Academic Council shall be forwarded to the College Dean by
35 January 30. The recommendation of the College Dean shall be forwarded
36 to the Provost by February 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. Annual evaluations shall be considered for all personnel actions.

Each faculty member shall prepare a faculty activities report(FAR) using a standardized form describing activities and accomplishments during the academic year to which the evaluation applies and shall deliver the completed FAR to the Department Chairperson by May 20. 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 ratings of classroom teaching for faculty in the department. The Department Faculty Evaluation Committee shall take into account these reports and the summaries of student ratings of teaching and shall prepare a written recommendation by May 30. The Department Chairperson shall consider the activities report, student ratings 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. In addition to the categories contained in Article VII(A), such evaluation of the Department Chairperson shall include a separate evaluation category of "Academic Leadership/Administration." 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 and a copy of the Department Chairperson'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 ratings 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.

Notwithstanding the above, at the Law School, FAR reports shall be submitted to the Dean's office by April 30. The Dean's office shall be responsible for submitting the file along with student ratings to the Faculty Evaluation Committee (FEC). The FEC shall apply the processes and criteria specified in this Agreement as well as the specific School drafted requirements and shall submit written recommendations concerning each law faculty member to the individual faculty member and the Law Dean by May 10. Each individual shall receive a copy of the Faculty Evaluation Committee's recommendation and shall sign a statement indicating that the individual has read, but not necessarily agreed with the evaluation. The Law 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 Faculty Evaluation Committee and the annual evaluation of the Law Dean, whether or not the individual adds anything, shall become part of the file of information concerning the individual faculty member.

2. Student Rating of Classroom Teaching

There shall be a form with common questions for student rating of teaching to be used in all departments in all courses. The form is at Appendix A. A labor-management committee will be established to create a validated set of common questions and to develop best practices for utilizing these data. This committee will comprise 6 members, 3 appointed by the Chancellor and 3 appointed by the Federation and will convene its first meeting as soon as practical following the execution of this Agreement and will meet regularly. Once a set of student ratings questions are approved by the labor-management committee, responses to the common questions shall be machine-readable or capable of being tabulated by electronic means. Department Faculty Evaluation Committees may append questions to this instrument. The additional

1 departmental-specific questions will be recommended for adoption by a
2 majority vote of full-time faculty in the department.

3 There shall be a move from using the Paper Scantron Sheet to
4 implementing an Online Survey/Course Evaluation process. This effort
5 will occur in a parallel time frame with the psychometric evaluation of
6 Common Student Rating items. Prior to implementation, this matter will
7 be referred to the noted labor-management committee who will discuss
8 and work out the new procedure. The Labor Management Committee will
9 meet and finalize this process by May 1, 2019.

10
11 Each faculty member will be rated in every credit course offered at or
12 under the auspices of the University of Massachusetts Dartmouth.

13 Once the results of the labor-management committee have been fully
14 disseminated to the faculty, procedures for administering the rating forms
15 shall be as follows:

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

22 (1) In administering print-based ratings, the Department
23 Chairperson will assign to each faculty member
24 questionnaires corresponding to the number of students in a
25 given class. A student from the class involved or a
26 departmental student representative will administer the
27 rating, place the forms in an envelope, indicate on the
28 outside of the envelope the number of students participating
29 and sign the envelope. The student will then carry the
30 sealed envelope directly to the Chairperson or the
31 Chairperson's designee.

32 (2) Results of the tabulation of student ratings shall be made
33 available to the individual faculty member, the Department
34 FEC, the Department Chairperson and the Dean, after final
35 grades have been submitted for the course.

36 b) The Chairperson of the Department shall discuss the results of
37 student rating of teaching with the faculty member who was
38 evaluated. These results shall be retained in the departmental file.
39 The Department Chairperson shall be responsible for providing all
40 faculty in the department with the results of their student ratings.

- 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.

Each non-tenured faculty member is to be evaluated for reappointment using approved departmental standards established pursuant to Article VII. A.

Evaluations shall be conducted 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. 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 following a hearing as provided herein and for just cause.

Examples of just cause for discipline include, but are not limited to, substantial and manifest neglect of professional duties or refusal to carry out properly assigned duties; demonstrated incompetence or dishonesty in the performance of duties related to teaching, research, publication, other creative endeavors, or service to the university community; misrepresentation of academic credentials or misrepresentation in securing an appointment, promotion or tenure at the university; conduct in willful

disregard of the interests of the university, such as repeated or serious violations of the university's policies, rules and regulations, depending upon the gravity of the offense, its repetition, or its negative impact upon others; conviction of a felony or admission to facts sufficient to constitute a felony; or the inability to perform assigned and essential duties due to physical or mental incapacity.

The University may relieve a unit member of his or her duties if, in the judgment of the University, the continued service of the unit member would do serious harm to the University. The University may suspend a unit member with or without pay as provided by law.

A unit member who is terminated by the decision of the Chancellor shall be entitled to no further compensation beyond the date of such decision.

a) Hearing for Dismissal of a Tenured Member of the Faculty

(1) Cause for dismissal will be related to the performance of the faculty member. If circumstances arise that cause the Provost to anticipate the reasonable possibility of recommending the dismissal of a faculty member with tenure, the Provost or his/her representative will initiate discussion of the matter with the faculty member to consider a mutually acceptable resolution. Dismissal procedures will not be used to restrain faculty members in the exercise of their academic freedom.

(2) If such resolution is not reached, the Provost shall frame with reasonable particularity a statement of charges that will provide the basis for the university's contemplated discipline of the faculty member. The statement will be provided to the concerned faculty member.

(3) Within seven days of the Provost's providing the statement to the faculty member, the Provost or his/her designee and the faculty member, with or without the member's Federation representative as the faculty member may elect, shall meet to determine the composition of a hearing committee. The Provost and/or his/her designee, in the presence of the faculty member or his/her representative, shall draw at random the names of seven tenured members of the faculty from a pool of all members of the faculty not on sabbatical or approved leave in that or the subsequent semester, providing no name will be included among the names to be drawn of a person who is involved in the matter being presented to the committee, and provided further that no two members whose names are drawn shall

1 be from the same academic department of the university.
2 Within four days of the names being drawn, either the
3 Provost or his/her designee and the faculty member or
4 his/her designee each may strike not more than two names.
5 In the event more than three names remain after the
6 completion of this process, the three faculty members with
7 the longest periods of service to the university in
8 Dartmouth shall constitute the committee. The Provost or
9 his/her designee shall inform these faculty members of the
10 constituting of the committee and their appointment to it.

11 (4) The essential functions of the hearing committee are to hear
12 evidence, review pertinent information and to make
13 recommendations. The hearing committee shall, within
14 seven days after its being constituted, select a chairperson
15 and promptly notify the Provost and the faculty member of
16 the name of the chairperson and the date of his or her
17 selection.

18 (5) Within seven days of the constitution of the hearing
19 committee, the Provost or his/her designee shall provide to
20 the committee written notice of specific charges concerning
21 the faculty member. The faculty member shall deliver a
22 written response to the charges to the Provost and the
23 hearing committee within seven days of the date of the
24 notice.

25 (6) The committee shall set a date(s) for the hearing after the
26 faculty member has responded to the charges or the time
27 limit for such response has expired. The hearing shall be
28 convened no sooner than fourteen days nor longer than
29 twenty-one days from the date the faculty member
30 responded to, or should have responded to the statement of
31 charges. If the faculty member waives his/her right to
32 appear, or fails or refuses to participate in the hearing in
33 person or in writing, the hearing committee will evaluate all
34 available evidence that may then be provided by the
35 Provost or his/her designee and base its recommendation
36 upon the evidence in the record. If the Provost or his/her
37 designee fails or refuses to participate as required by this
38 procedure, the hearing committee may make such
39 recommendation to the Chancellor it deems appropriate.

40 (7) During the hearing the faculty member will be permitted to
41 be represented by or to have with him/her an academic
42 adviser and/or legal counsel of his/her own choosing. Only
43 one representative will speak for the university and only

- 1 one representative shall speak for the faculty member
2 during the hearing. The faculty member will be responsible
3 for any fees he/she incur may incur for counsel, expert
4 witnesses, and other defense expenses, and for the expense
5 of any witness provided for the faculty member by the
6 university. The hearing shall be closed to the general
7 public.
- 8 (8) An audio recording of the hearing will be taken and will be
9 made available to the faculty member, the university and
10 the hearing committee. The requirement of an audio record
11 may be waived by mutual consent of the hearing committee
12 and both parties.
- 13 (9) The faculty member will be afforded an opportunity to
14 present relevant witnesses and documentary or other
15 evidence, and the university will, insofar as it is reasonably
16 possible for it to do so, secure the cooperation of such
17 witnesses and make available such relevant documents and
18 other evidence within its control. The hearing committee
19 will not be bound by strict rules of legal evidence and may
20 admit any evidence which is of probative value in
21 determining the issues involved. Every reasonable effort
22 will be made to obtain the most reliable evidence available.
- 23 (10) The faculty member and the university will have the right
24 to confront and cross-examine all witnesses. Where the
25 witness cannot or will not appear, but the committee
26 determines that the interest of justice requires admission of
27 his/her statement, the committee will identify the witness,
28 disclose his/her statement, and if possible, provide for
29 written interrogation. The hearing committee may grant
30 temporary adjournment to enable either party to investigate
31 evidence as to which a valid claim of surprise is made.
- 32 (11) Except for such simple announcements as may be required
33 covering the time of hearing and similar matters, public
34 statements and publicity about the hearing by the hearing
35 committee, the faculty member, and the administrative
36 officers will not be made by any party until the proceedings
37 have been completed, including consideration by the
38 President and Board of Trustees, if required.
- 39 (12) The hearing committee shall endeavor to conclude the
40 hearing within seven days of initiating it, shall prepare
41 findings of fact and develop conclusions concerning the
42 charges, and shall report to the Chancellor within ten days

- 1 after the conclusion of the hearing. The committee may
2 conclude, and shall report to the Chancellor, that the
3 conduct with which the faculty member is charged (a)
4 merits dismissal or (b) does not merit dismissal. If the
5 committee concludes that the conduct does merit dismissal,
6 but that there are circumstances that warrant clemency, it
7 will so recommend, with supporting reasons. If the
8 committee concludes that the conduct does not merit
9 dismissal, (a) it may recommend that the conduct does not
10 merit any disciplinary action or (b) it may recommend a
11 penalty short of dismissal. The findings of fact shall be
12 based upon the record before the committee.
- 13 (13) If the Chancellor does not accept the findings of fact or the
14 recommendation of the hearing committee, he/she will state
15 in writing the complete reasons therefore to the hearing
16 committee and to the faculty member within fourteen days
17 after receiving the report of the hearing committee. If the
18 Chancellor elects to impose a penalty that differs from that
19 recommended by the committee, the Chancellor shall state
20 clearly the reasons therefor and inform the faculty member,
21 the hearing committee and the Faculty Federation.
- 22 (14) The Chancellor shall report to the President, who shall so
23 inform the Board of Trustees, of any action taken and the
24 discipline imposed. The faculty member may within ten
25 days of being informed the decision of the Chancellor
26 appeal in writing the Chancellor's decision to the Board of
27 Trustees. The faculty member shall state in writing the
28 reasons for the appeal, and may provide written argument
29 supporting the appeal. The Chancellor shall then within ten
30 days transmit to the Board of Trustees the record of the
31 case and a rebuttal, if any, to the member's appeal. In the
32 event of an appeal, the Board's review will be based on the
33 record of the committee hearing, the correspondence
34 between the hearing committee and the Chancellor and the
35 statement of appeal and the rebuttal. The Board or its
36 designee will make a decision promptly thereafter.
- 37 (15) Expeditious completion of these procedures is in the best
38 interests of all parties concerned. The time limits specified
39 are calendar days, and are the maximum periods that will
40 be allowed except for extenuating circumstances as
41 accepted by the Provost, the hearing committee, the
42 Chancellor or by the agreement of the faculty member and
43 the university.

- 1 (16) All communications required to be given pursuant to this
2 procedure shall be sent to the University e-mail address of
3 the officer or employee involved. Communications shall
4 be deemed to be received the date following the date the
5 communication was sent.
- 6 (17) The unit member may grieve the application of this process
7 to him as well as the ultimate disposition by the University
8 of the charges made against the unit member.
- 9 2. No person who, at the expiration of the current appointment, will have
10 held full-time appointments without tenure to academic positions in the
11 University for seven (7) consecutive academic years, shall be considered
12 by the Board of Trustees for further appointment to an academic position
13 without tenure. In the initial appointment, each person who has taught full-
14 time at another accredited institution of higher learning may be offered
15 credit toward tenure at UMass Dartmouth for each year of full-time
16 teaching up to a maximum of three (3) years. Service as a full-time
17 lecturer, or any full-time non-tenure-track faculty position at UMass
18 Dartmouth may be counted for credit toward tenure for each year of
19 teaching up to a maximum of three (3) years. The number of years to be
20 credited shall be stipulated in the faculty member's initial contract.
21 Nothing in these rules on maximum probationary years shall prevent
22 consideration for tenure at an earlier date.
- 23 3. The Chairperson of each department shall have the responsibility of
24 bringing to the notice of the tenured department members the names of
25 colleagues ready for consideration for tenure within the department by
26 September 15 of their tenure-decision year.
- 27 4. The recommendation on tenure shall be determined by a majority vote by
28 secret ballot of all the tenured faculty members of the department by
29 October 15 of the year preceding the last probationary year. In order that at
30 least three (3) opinions be considered, exclusive of the Department
31 Chairperson, departments with fewer than three (3) tenured faculty
32 members must supplement the tenured faculty opinions with opinions of
33 faculty members who are tenured from other departments within the
34 College Academic Council. The additional tenured faculty members will
35 be selected by the College Academic Council from a list of individuals
36 submitted by the faculty member being considered for tenure which are
37 acceptable to the Department Chairperson and the Dean of the appropriate
38 College. The faculty member will submit the list of individuals on or
39 before September 15 and the College Academic Council will make its
40 selection on or before October 1, of the year preceding the last
41 probationary year. Included shall be the results of the student evaluations
42 of teaching effectiveness. The candidate for tenure will be given

- 1 substantiation in writing according to the evaluation categories in Article
2 VII. A., and ratings in Article VII. E.
- 3 5. On or before November 15 of the candidate's tenure-decision year, the
4 Department Chairperson will forward to the appropriate College Academic
5 Council the faculty member's recommendation, copies of the tenure
6 evaluation documentation, and the Chairperson's own recommendation
7 and substantiation in writing. A copy of the recommendations shall be sent
8 to the President of the Faculty Federation. Prior to the transmission to the
9 College Academic Council, the individual shall be notified of the
10 department's decision and be permitted the opportunity to submit
11 additional materials on the recommendation.
- 12 6. The College Academic Council shall review these recommendations,
13 documentation and evaluations and make a recommendation on tenure
14 with written justification with respect to each of the evaluative criteria.
15 Where recommendations of the Department Chairperson and the
16 department tenured members are in agreement, the College Academic
17 Council shall give this substantial weight during deliberations and shall
18 not ordinarily make a contrary recommendation. A copy of the Academic
19 Council's recommendation with written substantiation based on the
20 applicable criteria contained in the Trustees/Faculty Federation Agreement
21 shall be given to the individual prior to being sent to the next level. The
22 individual shall have the right to submit additional materials to the College
23 Academic Council for transmittal to the College Dean within seven (7)
24 days of receipt of the recommendation. The individual, whether
25 submitting additional materials or not, shall sign a statement within this
26 seven (7) day period and return it to the College Academic Council
27 indicating receipt of this recommendation and awareness of the
28 opportunity to submit additional materials. The College Academic Council
29 will also send a copy of the recommendation to the Department
30 Chairperson and to the President of the Faculty Federation for their
31 information. Failure of the individual to sign a statement of receipt when
32 the document has been received will not prevent the documentation from
33 being forwarded to the next level.
- 34 7. A copy of the College Dean's recommendation with written substantiation
35 based upon the applicable criteria contained in the Trustees/Faculty
36 Federation Agreement shall be given to the individual prior to being sent
37 to the Provost. The individual shall have the right to submit additional
38 materials to the College Dean for transmittal to the Provost within seven
39 (7) days of receipt of the recommendation. The individual, whether
40 submitting additional materials or not, shall sign a statement indicating
41 receipt of this recommendation and awareness of the opportunity to submit
42 additional materials within this seven (7) day period and return it to the
43 College Dean. Failure of the individual to sign a statement of receipt of the
44 recommendation when the recommendation has been received will not

- 1 prevent the documentation from being forwarded to the next level. The
2 College Dean will also prepare a recommendation and send a copy to the
3 Department Chairperson and to the President of the Faculty Federation for
4 their information. The College Dean shall transmit to the Provost the
5 recommendations, evaluations and documents of the Department
6 Chairperson, the department tenured members, the College Academic
7 Council, together with the Dean's own recommendation and substantiation
8 and all additional materials (if any) submitted by the individual.
- 9 8. A copy of the Provost's recommendation with written substantiation based
10 upon the applicable criteria contained in the Trustees/Faculty Federation
11 Agreement shall be given to the individual prior to being sent to the
12 Chancellor. The individual shall have the right to submit additional
13 materials within seven (7) days of receipt of the recommendation of the
14 Provost. The individual, whether or not submitting additional materials,
15 shall sign a statement indicating receipt of a copy of this recommendation
16 and awareness of the opportunity to submit additional materials within this
17 seven (7) day period and return it to the Provost. Failure of the individual
18 to sign a statement of receipt of this recommendation will not prevent the
19 documentation from being forwarded to the next level. The Provost will
20 also send a copy of this recommendation to the Department Chairperson
21 and to the President of the Faculty Federation for their information. The
22 Provost shall transmit to the Chancellor, the evaluations, recommendations
23 and documents of the department tenured members, the Department
24 Chairperson, the College Academic Council, the Dean of the College, and
25 the Provost's own recommendation and substantiation and all additional
26 materials (if any) submitted by the individual.
- 27 9. The President shall review the recommendations of the Chancellor,
28 Provost, the Dean of College, the College Academic Council, the
29 Department Chairperson and the department tenured members, and
30 forward these with the President's own recommendation to the
31 Chairperson of the Board of Trustees no later than ten (10) days prior to
32 the established June meeting date of the Board of Trustees for its decision
33 by formal action to grant or not grant tenure.
- 34 10. The awarding of tenure shall be only by a vote of the Board of Trustees.
- 35 11. Service as an Instructor at the University of Massachusetts Dartmouth
36 shall be counted for tenure credit.
- 37 12. Tenure shall be effective on the date it is voted to take effect by the Board
38 of Trustees.
- 39 13. Candidates not awarded tenure during the sixth year shall receive a
40 terminal seventh year contract.

1 **J. PERIODIC MULTI-YEAR REVIEW**

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

- 4 1. Promotion to Professor, Chancellor Professor, or Librarian shall be
5 deemed to constitute periodic multi-year review.
- 6 2. Promotion to Professor, Chancellor Professor, or Librarian shall, as of the
7 effective date of the promotion, begin a new cycle for multi-year review.
- 8 3. Persons who have indicated, in writing, their intention to retire within a
9 three-year period shall not be subject to multi-year review. If the intention
10 to retire is rescinded, the person shall immediately undergo a multiyear
11 review.
- 12 4. The time of the PMYR may be altered, upon written agreement between
13 the individual and the appropriate Dean, in the following circumstances:
 - 14 a) When the individual is named to a full-time administrative
15 position.
 - 16 b) When the individual is granted a leave without pay for an
17 academic year.
 - 18 c) A bargaining unit member subject to review may be temporarily
19 exempted due to extenuating circumstances (e.g., significant health
20 problems, significant responsibilities for elder or dependent care,
21 or circumstances beyond the member's control). Documentation of
22 extenuating circumstances must be presented in writing to the
23 Dean and will become part of the member's permanent file.
- 24 5. Those participating in PMYR in any given year shall be considered to
25 have completed an annual evaluation for that year. Deficient performance
26 in a PMYR shall disqualify the individual for any merit increase for that
27 year. In subsequent years progress toward the fulfillment of a development
28 plan shall be considered during the annual evaluation.

29 Individuals participating in PMYR shall submit the following to the Department
30 Faculty (Library) Evaluation Committee by January 31:

- 31 1. A complete and up-to-date vita.
- 32 2. Annual activity reports and annual evaluations including, where
33 applicable, student ratings of teaching as contained in the annual reviews,
34 for the years since the granting of tenure, last promotion, or previous
35 PMYR.

1 3. A brief narrative commentary (not to exceed 3 pages)addressing their
2 major accomplishments during the period under review and outlining their
3 long-range plans (for the next 6 years) and their relation to departmental
4 and institutional plans and needs.

5 The dossier submitted shall be evaluated, in writing with copies to the individual
6 being evaluated, to the Department Chairperson, and to the President of the
7 Faculty Federation, by the Evaluation Committee, consisting of the tenured
8 members of the department or constituted under the provisions of Article VII, I, 4,
9 the Department Chair (Head), the College Academic Council, the College Dean
10 and the Provost. At each level of evaluation, the individual being evaluated will
11 have seven (7) days to submit to the evaluator any statement, evidence or other
12 documentation which he/she believes would represent a more valid view. The
13 individual's submission will be transmitted with the dossier and the evaluation to
14 the next step of the process.

15 Each faculty member shall be evaluated in the categories of 1. Teaching
16 Effectiveness and Advising; 2. Scholarship and Professional Activities; and 3.
17 University Service; or 4. Public Service; or both. The rating for each category of
18 evaluation shall be Excellent, or Very Good, or Satisfactory, or Unsatisfactory.
19 Summary rating of Excellent Sustained Performance or Generally Satisfactory
20 Sustained Performance or Deficient Performance shall be determined at each level
21 of review. These summary ratings shall be determined as follows:

22 Excellent Sustained Performance

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

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

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

29 Generally Satisfactory Sustained Performance

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

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

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

1 Deficient Performance

2 Failure to meet the standards for generally satisfactory sustained
3 performance

4 Faculty found to have Excellent Sustained Performance by four (4) or more levels
5 of review; and for law faculty two (2) or more levels of review, shall be deemed
6 to have successfully completed the PMYR.

7 Faculty found to have Generally Satisfactory Sustained Performance with no need
8 for improvement by four (4) or more levels; two (2) in the case of law faculty
9 members; shall be deemed to have successfully completed the PMYR.

10

11 Those deemed by four (4) or more levels; two (2) in the case of law faculty
12 members; to have generally satisfactory sustained performance but to be in need
13 of some improvement shall be so notified in writing by the Dean. They shall, with
14 the written approval of the Department Chairperson, and the Evaluation
15 Committee, develop a plan for professional development. This plan will indicate
16 specific areas in which improvement or change is planned and how the faculty
17 member intends to improve/change in those areas. The campus shall be
18 responsible for all reasonable expenses. Progress toward fulfillment of the plan
19 shall be considered in their annual evaluations.

20

21 Those found to be deficient by four (4) or more levels; two (2) in the case of Law
22 faculty members; shall prepare a plan, with approval as above, which will address
23 specific areas in need of immediate improvement. The campus shall be
24 responsible for all reasonable expenses. Their progress will be reviewed each
25 semester by the Provost, the Department Chairperson and the Dean. If
26 improvement has not taken place within a reasonable period of time, or if the
27 individual refuses to participate in the process or fails to make a good faith effort
28 to execute the plan, the Provost, in consultation with the Dean and the Department
29 Chairperson, shall determine whether or not grounds exist to invoke the
30 provisions of Article VII, I.

31

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

38

1 **K. PROMOTION**

2 PREAMBLE

3 For recommendations on promotion, the individual being considered shall be
4 responsible for assembling all pertinent materials in a dossier and shall be
5 responsible for delivering it to the Department Faculty Evaluation Committee no
6 later than November 15.

7 1. General

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

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

13 a) Instructor, not more than five (5) years.

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

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

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

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

23 3. For purposes of promotion, faculty shall be evaluated by the Department
24 Faculty Evaluation Committee and the Department Chairperson. The
25 Department Faculty Evaluation Committee shall judge each candidate for
26 promotion on the basis of the four (4) categories of Article VII. A., and
27 shall classify each candidate using the ratings of Article VII. E. The
28 Committee's recommendations shall be substantiated in writing by
29 referring to the categories of Article VII. A., and ratings of Article VII. E.
30 The Department Chairperson shall review the candidate's dossier and the
31 recommendations of the Department Faculty Evaluation Committee. The
32 Department Chairperson shall evaluate each candidate in terms of the
33 categories of Article VII. A., shall make a recommendation according to
34 the ratings of Article VII. E., and shall substantiate this recommendation in
35 writing. The candidate for promotion shall have the right to read the
36 recommendations of the Department Faculty Evaluation Committee and
37 the recommendation of the Department Chairperson, and may add to the

1 file any statement, evidence, or documentation which the candidate
2 believes to present a more valid view. The candidate shall have the right to
3 grieve the recommendation of the Department Faculty Evaluation
4 Committee or the recommendation of the Department Chairperson,
5 according to the grievance procedures of Article XVII. Whether or not the
6 candidate grieves, the candidate shall have the right to add to the file any
7 additional material within seven (7) days of receipt of the recommendation
8 of the Department Chairperson for transmittal to the College Academic
9 Council and shall sign, within this seven (7) day period, a statement
10 indicating that the recommendations have been read. Failure to sign will
11 not prevent forwarding of the documentation to the College Academic
12 Council. The Department Chairperson shall forward to the College
13 Academic Council by December 30 the candidate's complete file
14 including the dossier, the recommendation of the Department Faculty
15 Evaluation Committee, the Department Chairperson's recommendation,
16 and any additional material submitted by the candidate. Copies of the
17 recommendations shall be sent to the President of the Faculty Federation
18 for informational purposes.

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

38 5. The College Dean shall review the complete file, shall evaluate the
39 candidate according to the categories of Article VII. A., and shall make a
40 recommendation in terms of Article VII. E. A copy of the recommendation
41 with written substantiation shall be given to the candidate, the candidate's
42 Department Chairperson, and the President of the Faculty Federation
43 before being sent to the Provost. The individual shall have the right to
44 submit additional materials within seven (7) days from receipt of the
45 recommendation to the College Dean. The individual, whether submitting

1 additional materials or not, shall sign, within this seven (7) day period, a
2 statement indicating receipt of this recommendation and awareness of the
3 opportunity to submit additional materials within this seven (7) day period
4 and return it to the College Dean. Failure of the individual to sign a
5 statement of receipt of the recommendation when the recommendation has
6 been received will not prevent the documentation from being forwarded to
7 the next level. The College Dean shall transmit to the Provost the
8 complete file including the dossier, the recommendation of the
9 Department Faculty Evaluation Committee, the recommendation of the
10 Department Chairperson, the recommendation of the College Academic
11 Council, the Dean's own recommendation, and any additional materials
12 submitted by the candidate by February 20.

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

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

34 8. Promotion to Chancellor Professor

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

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

- 1 (2) The individual has received the highest rating in any five
2 annual evaluations conducted during the six years
3 preceding an application for promotion.
- 4 (3) The individual has been in rank as a Full Professor for a
5 minimum of six years at the time of application.
- 6 (4) The individual has demonstrated excellence in the art and
7 practice of teaching, has a record of scholarship that
8 contributes to the advancement of knowledge in the
9 applicant's field, and has made an outstanding contribution
10 to the University or to his/her profession.
- 11 b) At no time will the number of persons at the rank of Chancellor
12 Professor be more than ten percent (10%) of the total faculty
13 holding the rank of Professor, Chancellor Professor and
14 Commonwealth Professor.
- 15 c) Promotion to Chancellor Professor shall follow the schedule
16 contained in Article VII. K. of the Agreement.
- 17 d) Faculty applying for Chancellor Professor shall not evaluate any
18 candidates for Chancellor Professor.

19 **L. LAW SCHOOL PERSONNEL RECOMMENDATIONS**

20 For all decisions by the Law Academic Council (LAC) on contract renewals,
21 promotions, tenure applications and PMYR, only those members of the LAC who
22 have tenure shall participate in the meeting and have a vote.

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ARTICLE VIII
WORKING CONDITIONS

A. TEACHING ASSIGNMENT

1. Except in the School of Law (14 units per academic year), 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 and in the School of Law fourteen (14) 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 (or the Program Chair in the School of Law) 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.
2. Faculty teaching assignments shall be decided by the Department Chairperson in consultation with members of the department and must be acceptable to the Dean of the College or School. In the Law School, faculty teaching assignments shall be decided by the Dean or Dean's designee in consultation with members of the department and must be acceptable to the Law Academic Council.
3. Faculty may be assigned to teach classes between the hours of 8:00 a.m. and 10:00 p.m. Until June 30, 2012, teaching assignments after 7:00 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.
4. School of Law faculty may be assigned to teach classes between the hours of 9:00 a.m. and 10:00 p.m. In no case, will faculty be required (1) to teach a class that ends more than eight (8) hours after the beginning of their first class of the day, or (2) to teach classes on more than five days in a week.

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.

- 1 2. In laboratory and studio courses, every effort will be made to assign
2 technicians to prepare equipment for experiments, to assist in conducting
3 experiments and to process student reports in order to provide faculty
4 members more equitable teaching loads. For the duration of this
5 agreement, the incremental amount of support for a CVPA professional
6 technician(s) agreed to in the MOU of March 30, 1999 shall be maintained.
- 7 3. Advising for master's theses and doctoral dissertations equals two (2)
8 units for the first student and one (1) unit each for subsequent students for
9 a maximum of four (4) units per semester. Advising for graduate projects
10 equals one (1) unit for the first student and one-half (1/2) unit for each
11 subsequent student to a maximum of three (3) units per semester. Advising
12 credit cannot be accrued for a given individual student for more than four
13 (4) semesters for master's thesis and project and eight (8) semesters for
14 doctoral dissertation.
- 15 4. Every effort shall be made to distribute equitably the number of students
16 per faculty member in a given discipline. A faculty member who has extra
17 large sections for two (2) semesters in succession, shall, where feasible, be
18 given a reduced number of course assignments in the following semester.
- 19 5. Whenever possible, the number of preparations for an individual faculty
20 member shall not exceed two (2) without consent of the faculty member
21 involved.
- 22 6. The goals of the University require that the average workload for faculty
23 members consist of four basic elements:
- 24 a) The basic instructional workload,
25 b) Research, creative or professional activity,
26 c) Academic service, and
27 d) Public Service
- 28 7. Subject to the provisions of this Agreement and to budgetary constraints,
29 the Employer/University Administration shall, as a high academic priority,
30 maintain the goal of achieving a student-faculty ratio appropriate to a high
31 quality of education and fulfilling the mission of the University.
- 32 8. Instructional workload assignments to faculty members shall reflect (a) the
33 academic needs of the department or program, (b) the faculty member's
34 qualifications and expertise and (c) the faculty member's professional
35 interests.
- 36 9. In determining workload assignments, the faculty member's research
37 commitment, service contributions and prior instructional workload shall

1 be taken into account to determine whether these warrant adjustments of
2 instructional workload.

3 **C. DEPARTMENT CHAIRPERSONS**

- 4 1. Department Chairpersons shall have a maximum teaching load of twelve
5 (12) units per academic year.
- 6 2. Department Chairpersons shall be responsible for up to fifteen (15) days
7 of service during the period June 1 through August 31. Specific days shall
8 be determined by the Chancellor or the Chancellor's designee.
- 9 3. Department Chairpersons or the Program Chairperson-of SMAST shall
10 receive a stipend. The stipend is in addition to regular faculty
11 compensation and is part of the individual's base salary. The stipend is
12 included as part of the base salary for purposes of determining the salary
13 rate increments for percentage increases. When the individual ceases to
14 carry out the duties of the Department Chairperson, that person no longer
15 receives the stipend. In the event that Department Chairperson duties are
16 carried out by an Acting Department Chairperson or an Acting Program
17 Chairperson, the stipend shall be paid to the Acting Chairperson.
- 18 4. Department Chairpersons shall submit proposed course schedules to the
19 appropriate Dean no later than December 1 for the following fall semester
20 and no later than March 1 for the following spring semester.

21 **D. OTHER FACULTY RESPONSIBILITIES**

- 22 1. Although not considered as part of the normal teaching load, the full-time,
23 benefited faculty is to participate in and contribute to these activities:
- 24 a) Scheduled academic functions and meetings of the department,
25 college and university.
- 26 b) Regular student advising or advising other than thesis.
- 27 2. Office Hours
- 28 a) For non-law faculty, there shall be at least four (4) scheduled office
29 hours per week, not less than one hour per day on three separate
30 days, per full-time faculty member. Additional office hours may be
31 required when the Department Chairperson and Dean agree on the
32 necessity. (Flexible enforcement to be devised). Scheduled office
33 hours will be posted on office doors and in course syllabi.
- 34 b) For law faculty, there shall be at least four (4) scheduled office
35 hours per week per full-time faculty member. These hours shall be
36 scheduled at times that are convenient for the students in the

1 faculty member's classes. Additional office hours may be required
2 when the Law Academic Council and the Dean agree on the
3 necessity.
4

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

14 Notwithstanding the above, law faculty members shall have no less than
15 twenty-one Days, subject to variation by the Law Academic Council,
16 following a written examination in which to submit grades.
17

18 **E. TEACHING PROGRAMS**

19 1. Work Schedule

- 20 a) All courses are scheduled and all faculty members' assignments are
21 fitted within a five-day (5) work week except in the School of
22 Law. Faculty members' written request and justifications for
23 special consideration will be taken into account by the Department
24 Chairperson and, if recommended by the Chairperson, must be
25 submitted to the College Dean for approval.
26

- 27 b) In the school of law, faculty members teaching assignments will
28 normally be on no more than three days, but a faculty member may
29 be scheduled for more than three days upon good cause and either
30 the faculty member's consent, or approval of the Law Academic
31 Council. Faculty members can be scheduled for both day and
32 night/weekend courses, but effort will be made to rotate faculty
33 members so that each faculty member teaches a fair share of the
34 night/weekend courses. Faculty members' written request and
35 justifications for special consideration will be taken into account
36 and may be submitted to the College Dean for approval.
37

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

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

- 1 4. In scheduling and assigning courses, faculty requests will be taken into
2 account by the Department Chairperson. Requests shall be in writing.
- 3 5. Seniority will be a factor in consideration of the assignment of courses and
4 schedules.
- 5 6. Distance Learning.
- 6 The administration and Faculty Federation agree to appoint a committee to
7 study on-line instruction and the impact of on-line instruction on
8 intellectual property, working conditions, and compensation. Three
9 members of the committee will be appointed by the Faculty Federation.
10 Three members of the committee will be appointed by the Chancellor. The
11 committee will study the issues associated with incorporating on-line
12 instruction in courses offered as part of the teaching assignment of
13 members of the faculty bargaining unit, and report findings and
14 recommendations to the parties to this negotiation by May 1, 2011.
- 15 a) Purpose
- 16 (1) The purpose of teaching with technologies is to enrich and
17 to increase the availability of the curriculum offerings of
18 UMass Dartmouth.
- 19 (2) The parties agree that the use of such technology shall
20 NOT be used to reduce, eliminate or consolidate faculty
21 positions within UMass Dartmouth.
- 22 b) Definitions
- 23 (1) CODEC: These are interactive classes offered via telephone
24 lines to off-campus sites (such as full motion video, PicTel,
25 etc.).
- 26 (2) Computer Based Multi-Media: These are courses that use
27 CD ROMS, videodisc, and telecommunication link
28 between the student and the faculty member (e-mail,
29 Internet).
- 30 (3) Print Based Only: These are traditional independent
31 courses. Materials are all print-based such as textbook and
32 study guide.
- 33 (4) Print Based plus Multi-Media: Same as print based only,
34 except that additional types of non-print materials
35 constitute a substantial part of the instructional
36 materials/activities.

- 1 (5) Satellite: These are courses delivered to remote sites by
2 satellite uplink.
- 3 (6) Site: A site is defined as a location with an enrollment of
4 six (6) or more students.
- 5 (7) Teleclass: These are courses developed under contract with
6 UMass Dartmouth by faculty members. They may be
7 developed for commercial use and utilize video
8 technologies.
- 9 (8) Telecourse: Video, print, and other materials for the course
10 are purchased from vendors. Faculty do not have to
11 develop their own materials to teach the course.
- 12 c) Course Offering Approval
- 13 Courses to be offered by utilization of technology must meet
14 quality standards maintained at UMass Dartmouth. All such
15 courses shall be created as the result of the standard course
16 emergence process as stipulated in the Agreement (Article V.E. pg.
17 31).
- 18 d) eLearning Committee
- 19 (1) A standing committee will be created to study and make
20 recommendations regarding workload and compensation
21 issues for teaching of distance learning courses. These
22 recommendations will be the basis for future negotiations
23 regarding distance learning workload and compensation.
24 The committee will consist of three members selected by
25 the Faculty Federation and three members selected by the
26 Chancellor and will report at least annually to the parties to
27 the Agreement and the Faculty Senate.
- 28 (2) The Committee will routinely assess whether:
- 29 Distance learning offerings provide for timely and
30 appropriate interaction between students and faculty and
31 among students.
- 32 The institution's faculty assumes responsibility for and
33 exercises oversight over distance education, ensuring both
34 the rigor of programs and the quality of instruction.
- 35 The institution ensures that the technology used is
36 appropriate to the nature and objectives of the programs.

1	The academic department ensures the currency of
2	materials, programs and courses.
3	The institution's distance education policies are clear
4	concerning ownership of materials, faculty compensation,
5	copyright issues, and the utilization of revenue derived
6	from the creation and production of software, telecourses,
7	or other media products.
8	The institution provides appropriate faculty support
9	services specifically related to distance education.
10	The institution provides appropriate training for faculty
11	who teach in distance education programs.
12	Evaluation and Assessment
13	The institution assesses student capability (except in the
14	case of the University Extension) to succeed in distance
15	education programs and applies this information to
16	admission and recruiting policies and decisions.
17	The institution evaluates the educational effectiveness of its
18	distance education programs (including assessments of
19	student based learning outcomes, student retention, and
20	student satisfaction) to ensure comparability to campus-
21	based programs.
22	The institution ensures the integrity of student work and the
23	credibility of the degrees and credits it awards.
24	Library and Learning Resources
25	The institution ensures that students have access to and can
26	effectively use appropriate library resources.
27	The institution monitors whether students make appropriate
28	use of learning resources.
29	The institution provides laboratories, facilities, and
30	equipment appropriate to the courses or programs.
31	Student Services
32	The institution provides adequate access to the range of
33	student services appropriate to support the programs,
34	including admissions, financial aid, academic advising,
35	delivery of course materials, and placement and counseling.

1 The institution provides an adequate means for resolving
2 student complaints.

3 The institution provides to students advertising, recruiting,
4 and admissions information that adequately and accurately
5 represents the programs, requirements, and services
6 available.

7 The institution ensures that students admitted possess the
8 knowledge and equipment necessary to use the technology
9 employed by the program, and provides aid to students who
10 are experiencing difficulty using the required technology.

11 Facilities and Finance

12 The institution possesses the equipment and technical
13 expertise required for distance education.

14 The institution's long-range planning, budgeting, and
15 policy development processes reflect the facilities, staffing,
16 equipment and other resources essential to the viability and
17 effectiveness of the distance education program.

18 e) Workload

19 The following considerations apply to all distance learning classes:

20 No faculty member shall be assigned to teach a distance
21 learning course that involves learning new technologies
22 without the opportunity to be trained in those technologies.
23 Faculty willingness to teach these courses shall be
24 considered but program needs will be given higher priority.

25 No faculty member shall be assigned to teach a distance
26 learning course using new technologies without adequate
27 prior opportunity to prepare materials required to use those
28 technologies, except in emergencies.

29 Faculty members assigned to teach a distance learning
30 course will receive appropriate clerical, logistical,
31 instructional, and technical support.

32 (1) Preparation

33 A faculty member teaching a distance learning course for
34 the first time, which requires substantial time and effort to
35 learn new technologies and/or develop or adapt new
36 materials, will be awarded additional units up to twice the

1 number given for a regular course. In subsequent offerings
2 where classroom attendance by the faculty member is
3 needed, workload units will be calculated at 1.5 units/credit
4 hour. When workload is adjusted to reflect the additional
5 effort for training and/or course preparation, the faculty
6 member will provide a brief written report on training
7 received and materials developed.

8 (2) Sites

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

17 (3) Enrollment

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

25 f) Intellectual Property

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

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

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

1 g) Limitations

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

8 The administration and Faculty Federation agree to appoint a committee to study
9 on-line instruction and the impact of on-line instruction on intellectual property,
10 working conditions, and compensation. Three members of the committee will be
11 appointed by the Faculty Federation. Three members of the committee will be
12 appointed by the Chancellor. The committee will study the issues associated with
13 incorporating on-line instruction in courses offered as part of the teaching
14 assignment of members of the faculty bargaining unit, and report findings and
15 recommendations to the parties to this negotiation by May 1, 2011.

16 **F. TRANSFER**

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

23 **G. ACADEMIC YEAR AND CALENDAR**

24 1. Academic Year

25 a) The academic year for the School of Law shall begin on August
26 15, of each year and end on May 15, of the next year, subject to
27 variation by the Law Academic Council to ensure complete fall
28 and spring semesters over a period not less than nine months and
29 not more than 40 weeks. Faculty serving under a teaching contract
30 are expected to be available each day within this period excepting
31 Sundays and holidays unless explicitly relieved of this
32 responsibility in writing by the Dean of the School. Any
33 restructuring of the academic semester system shall be subject to
34 negotiation. Faculty will be available to attend graduation
35 exercises scheduled before June 1.

36
37 b) The academic year in all other regards shall begin on September 1,
38 of each year and end on May 31, of the next year. Faculty serving
39 under a teaching contract are expected to be available each day
40 within this period excepting Saturdays, Sundays and holidays

1 unless explicitly relieved of this responsibility in writing by the
2 Dean of the College.

3
4 2. University Calendar

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

8 **H. FACILITIES**

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

13 2. Suitable office space with appropriate office equipment shall be provided
14 for each faculty member. Whenever feasible, office spaces will be
15 assigned to faculty members on a continuing basis, from year to year and
16 for non-law faculty with no more than two (2) full-time faculty assigned to
17 any office. Where possible, each full-time, tenure track law professor shall
18 be provided with a private office.

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

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

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

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

29 7. Whenever the temperature inside any work location reaches 85 degrees or
30 above or drops below 65 degrees whereby employees are required to wear
31 coats or heavy sweaters in order to remain in the work location, the person
32 in charge of such work location shall immediately contact the person
33 responsible for heating/cooling the building to determine the cause and
34 probable length of time necessary to correct the problem. The person
35 responsible for heating/cooling the building shall immediately relay such
36 information to the Chancellor who shall have the right to dismiss members
37 of the staff until such time as the situation is to be corrected within the
38 workday.

1 **I. FULL-TIME SERVICE REQUIREMENTS**

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

5 **J. DUES CHECK-OFF**

6 The Faculty Federation may secure authorization for payroll deduction for dues.
7 Once authorized, deductions must continue unless specified in writing by the
8 employee rescinding the authorization.

9 **K. WEATHER CONDITIONS**

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

12 **L. AGENCY FEE**

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

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

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

32 1. Definitions

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

35 a) Academic Week - The period of Monday through Friday in each
36 week.

- 1 b) Outside Activities - Non-academic activities undertaken by a
2 Faculty Member in the faculty member's area of expertise in
3 association with individuals or entities outside the University. Such
4 activities include for example, working as an employee or
5 consultant, or serving as an executive, trustee or director for a
6 company or non-profit organization. Such activities do not include,
7 for example, short-term academic activities undertaken for
8 professional development, such as lectures, participation on
9 governmental or professional society advisory panels or scholarly
10 events, or membership on editorial boards.
- 11 c) CVIP - The University Office of Commercial Ventures and
12 Intellectual Property.
- 13 d) Faculty Member - A full-time employee of the University whose
14 principal title is Lecturer, Instructor, Assistant Professor, Associate
15 Professor, or Professor, or any other University employee whose
16 principal duties consist of teaching and conducting academic
17 research.
- 18 e) Associate Provost for Research and Economic Development - The
19 Associate Provost for Research and Economic Development at
20 each campus, or where no such position exists, the Provost (or their
21 designees).
22
- 23 2. Policy
- 24 a) Scope of Policy
- 25 This Policy applies only to Faculty Members.
- 26 b) Allowable Activities
- 27 The University ordinarily permits full-time Faculty Members to
28 devote the equivalent of one day within the Academic Week to the
29 performance of Outside Activities. The University ordinarily does
30 not place a specific limit on the amount of time that part-time
31 Faculty Members may devote to the performance of Outside
32 Activities. The time commitment devoted by any Faculty Member
33 to Outside Activities may not interfere with the Faculty Member's
34 professional commitment to the University.
- 35 c) Prohibited or Restricted Activities
- 36 (1) Use of Students or University Resources - Faculty
37 Members are ordinarily prohibited from performing
38 Outside Activities that involve the use of University-
39 administered funds, facilities, or equipment, and must

- 1 obtain approval to involve students in connection with
2 Outside Activities in accordance with the University Policy
3 on Conflicts of Interest Relating to Intellectual Property
4 and Commercial Ventures.
- 5 (2) Activities Involving a Conflict of Interest - In the event a
6 Faculty Member is considering undertaking an Outside
7 Activity that poses an actual or potential Conflict of
8 Interest, as defined by the University Policy on Conflicts of
9 Interest Relating to Intellectual Property and Commercial
10 Ventures, the Faculty member should disclose all relevant
11 information as required by that Policy.
- 12 (3) Use of University's Name - The University's name shall
13 not be used in relation to any Outside Activities, except in
14 describing an individual's credentials, and except in
15 accordance with University policy.
- 16 d) Administrative Procedures
- 17 (1) Disclosure and Approval of Outside Activities - Before the
18 commencement of any Outside Activity subject to this
19 Policy, the University requires a Faculty Member to
20 disclose the proposed Outside Activity to the member's
21 Dean and Provost, and to receive approval of such Outside
22 Activity. The University shall make available appropriate
23 forms. The University also requires prompt disclosure of
24 material changes in previously disclosed Outside Activities.
25 Each Dean shall periodically provide to the Provost a report
26 on the Outside Activities of Faculty Members within
27 his/her college, and the Provost shall provide this report to
28 the Director of the University Office for Commercial
29 Ventures and Intellectual Property and to the Conflicts
30 Committee.
- 31 When Faculty Members are negotiating consulting
32 arrangements with non-University entities they should keep
33 in mind that under the University Intellectual Property
34 Policy, the University will be the presumed owner of any
35 patent or other intellectual property rights that arise in the
36 course of consulting work or other Outside Activities if that
37 work is the same as, is directly related to, or is substantially
38 similar to a research project in which that Faculty Member
39 is engaged at the University. In order to avoid potential
40 ownership disputes and liability, Faculty Members are
41 strongly encouraged to consult with the Associate Provost
42 for Research and Economic Development to ensure that

- 1 Outside Activities are outside the scope of the University
2 Intellectual Property Policy.
- 3 (2) Standard Form Rider - The CVIP will make available
4 standard form riders, to be attached to all written
5 agreements to undertake Outside Activities entered into by
6 a Faculty Member, which will describe the intellectual
7 property rights of the University, and which will contain an
8 acknowledgment of such rights by the non-University
9 entity. This rider is intended to avoid potential
10 misunderstandings and disputes regarding ownership of
11 intellectual property developed by the Faculty Member.
12 The University strongly encourages use of this standard
13 form rider.
- 14 3. Interpretation and Evaluation
- 15 The President or the President's designee will have authority to interpret
16 this Policy. Periodically, but at least every three (3) years, the President or
17 the President's designee will conduct an evaluation of this Policy and
18 formulate amendments for the consideration of the Trustees of the
19 University.
- 20 4. Enforcement
- 21 The Associate Provost for Research and Economic Development may
22 refer any matter to the appropriate University official for disciplinary or
23 other appropriate action. If a matter involves a Conflict of Interest under
24 the University Policy on Conflicts of Interest Relating to Intellectual
25 Property and Commercial Ventures, the Associate Provost for Research
26 and Economic Development shall refer the matter to the Conflicts
27 Committee.
- 28 5. Appeals
- 29 A Faculty Member may request that the Associate Provost for Research
30 and Economic Development review any decision of the member's
31 Department Chair concerning Outside Activities. A Faculty Member may
32 appeal any decision of the Associate Provost for Research and Economic
33 Development by requesting a review of the decision by the President or
34 the President's designee. The decision of the President shall be final.
- 35 6. Other Policies
- 36 As noted above, Outside Activities may involve other University policies,
37 such as the Intellectual Property Policy, the Policy on Conflicts of Interest
38 Relating to Intellectual Property and Commercial Ventures, and the Policy
39 on Compensation for Certain Additional Professional Services (to the

1 extent not superseded by this Policy). Faculty Members should refer to
2 these other policies as necessary.

- 3 7. The University acknowledges that the Outside Activities of law faculty
4 members may involve confidential information that is protected by the
5 attorney-client privilege. The Rules of Professional Conduct may prohibit
6 the disclosure of this information to the University in the furtherance of
7 the Outside Activities policy. Should the University claim that the
8 assertion of a privilege by a faculty member is improper, both parties shall
9 exercise good faith towards each other and shall seek a resolution of the
10 question through the Board of Bar Overseers and, if necessary, appropriate
11 judicial action. A law faculty member shall not be penalized in any
12 manner for the assertion of privilege unless the University shows that the
13 assertion was unsubstantiated by the law and was raised in bad faith.
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15 **N. THE UNIVERSITY OF MASSACHUSETTS POLICY ON CONFLICTS OF**
16 **INTEREST**

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

23 1. Definitions

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

- 26 a) Chair - The Chairperson of the Conflicts Committee, as described
27 in detail below.
- 28 b) Clinical Research - Research involving human subjects.
- 29 c) Company - Any corporation, partnership, association, or other
30 legal entity, excluding entities controlled by the United States
31 government, the Commonwealth of Massachusetts, and the
32 University. A Company shall include all affiliates and other
33 associated entities.
- 34 d) Conflict of Interest - (i) An actual or potential conflict between the
35 personal interests of a Covered Individual and the interests of the
36 University or the public or (ii) the reasonable appearance of such a
37 conflict to the public. The University recognizes that the mere
38 existence of a conflict of interest is not improper, but could lead to
39 apparent or actual improper behavior. This Policy seeks to manage
40 conflicts of interest to minimize both the appearance of improper

- 1 behavior and the harm that could result from actual improper
2 behavior. The University does not require disclosure and review of
3 every Conflict of Interest, but only those involving a Financial
4 Interest and certain situations, as described below.
- 5 e) Conflicts Committee - A five-campus committee that reviews and
6 manages conflicts of interest, as further described in paragraph 2
7 below.
- 8 f) Covered Individual - Any individual associated with the
9 University, including without limitation faculty, staff, and students,
10 but excluding members of the CVIP and Vice Chancellors for
11 Research. Anyone who is not a Covered Individual remains subject
12 to the more restrictive provisions of Mass. Gen. Laws Ch. 268A.
- 13 g) CVIP - The University Office of Commercial Ventures and
14 Intellectual Property.
- 15 h) Director - The Executive Director of the CVIP.
- 16 i) Equity - All ownership interests in a Company and all rights to
17 obtain ownership interests in a Company, including without
18 limitation common or preferred stock, warrants, options, and
19 partnership units, and also including compensation arrangements
20 based on equity performance (e.g., phantom stock). "Equity" does
21 not include ownership interests that are held through publicly-
22 traded mutual funds.
- 23 j) Financial Interest - A Significant Financial Interest or Substantial
24 Financial Interest, both as defined below.
- 25 k) Non-Equity Compensation - All compensation other than Equity
26 that is provided by a Company or contractually promised by a
27 Company, including without limitation salary, gifts, royalties,
28 consulting fees, honoraria, goods, services, and travel expenses.
29 "Non-Equity Compensation" does not include compensation that is
30 provided by the University pursuant to (i) its Intellectual Property
31 Policy or by another educational or research institution pursuant to
32 a similar policy or (ii) University-approved research funding.
- 33 l) Significant Financial Interest - Has either of the following
34 meanings.
- 35 (1) Clinical Research - In relation to Clinical Research that is
36 performed or directed by a Covered Individual, "Significant
37 Financial Interest" means (i) any Equity in a Company that
38 is directly owned by, or is under the control of, a Covered
39 Individual or a member of the individual's immediate

- 1 family or (ii) Non-Equity Compensation from a Company
2 in an aggregate amount greater than \$1,000 within the prior
3 twelve-month period that is directly or indirectly received
4 by or contractually promised to a Covered Individual or a
5 member of the individual's immediate family.
- 6 (2) Non-Clinical Research - In relation to research other than
7 Clinical Research that is performed or directed by a
8 Covered Individual, ¹"Significant Financial Interest¹" means
9 either (i) Equity that represents more than one percent (1%)
10 of the total equity in a Company or has a total current value
11 of more than \$10,000 that is directly owned by, or is under
12 the control of, such Covered Individual or a member of the
13 individual's immediate family or (ii) Non-Equity
14 Compensation in an aggregate amount greater than \$10,000
15 within the prior twelve-month period that is received by or
16 contractually promised to a Covered Individual or a
17 member of the individual's immediate family.
- 18 m) Substantial Financial Interest - Has either of the following
19 meanings.
- 20 (1) Clinical Research - In relation to Clinical Research that is
21 performed or directed by a Covered Individual, "Substantial
22 Financial Interest" has the same meaning as "Significant
23 Financial Interest."
- 24 (2) Non-Clinical Research - In relation to research other than
25 Clinical Research that is performed or directed by a
26 Covered Individual, "Substantial Interest" means either (i)
27 Equity that represents more than five percent (5%) of the
28 total equity in a Company or has a total current value of
29 more than \$100,000 that is directly owned by, or is under
30 the control of, such Covered Individual or a member of the
31 individual's immediate family or (ii) Non-Equity
32 Compensation in an aggregate amount greater than
33 \$100,000 within the prior twelve-month period that is
34 received by or contractually promised to a Covered
35 Individual or a member of the individual's immediate
36 family.
- 37 n) Associate Provost for Research and Economic Development - The
38 Associate Provost for Research and Economic Development at
39 each campus, or where no such position exists, the Provost (or
40 their designees).

1 2. Administration of Policy

2 a) Philosophy and Authority of Conflicts Committee

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

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

27 b) The Conflicts Committee

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

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

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

17 3. Policy

18 a) Disclosure of Financial Interests

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

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

- 32 (1) Company-Sponsored Research Proposals - If a Covered
33 Individual intends to perform or direct Company-sponsored
34 research at the University, and if the Covered Individual
35 has a Financial Interest in that Company, or has received a
36 Financial Interest from that Company, then the Financial
37 Interest should be disclosed to the Associate Provost for
38 Research and Economic Development and allowed in
39 accordance with this Policy before the Covered Individual
40 submits to the University a proposal relating to such
41 research.

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- (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 Associate Provost for Research and Economic Development and allowed in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.
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- (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 Associate Provost for Research and Economic Development 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.
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- (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 Associate Provost for Research and Economic Development and allowed in accordance with this Policy

1 before it is received, if possible, or immediately after it is
2 received, if prior disclosure is impossible.

3 (5) Licensing to Certain Companies - If a Company intends to
4 obtain a license to University-owned intellectual property,
5 directly or indirectly, and if the Covered Individual who
6 developed, discovered, or created that intellectual property
7 or who is involved in negotiating the license (i) becomes
8 aware of such intention and (ii) has a Financial Interest in
9 that Company, the Financial Interest must be immediately
10 disclosed to the Associate Provost for Research and
11 Economic Development, who shall notify the CVIP. If the
12 Director or a member of the CVIP staff or the Associate
13 Provost for Research and Economic Development has such
14 a Financial Interest, it must be disclosed to the President or
15 the President's designee.

16 (6) Involvement of Students - Although involvement of
17 students in the outside professional activities of faculty
18 under certain circumstances may enrich the students'
19 educational experience, such activities have the potential to
20 create a Conflict of Interest when the faculty member has a
21 role in supervising the student's research, classes, or
22 graduate teaching work. Therefore, involvement of a
23 student in the outside professional activities of a faculty
24 member who has any role with respect to the academic
25 progress of the student may only be undertaken after
26 disclosure to and approval of the Department Chair. In
27 addition, if a faculty member intends to receive or actually
28 receives a Financial Interest in a Company, and if the
29 Covered Individual supervises or otherwise has control
30 over students who will be involved in work for the
31 Company, then the Covered Individual must disclose the
32 Financial Interest and planned student involvement to the
33 Associate Provost for Research and Economic
34 Development and receive allowance in accordance with
35 this Policy before the assistance of students in such work
36 commences, even if approved by the Department Chair.

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

42 b) Management of Conflicts

Covered Individuals are generally prohibited from having a Conflict of Interest that is discloseable 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development 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 Associate Provost for

- 1 Research and Economic Development of the
2 campus, may impose any measures that it finds
3 necessary or desirable to preserve the existing
4 situation until a formal review is completed. Such
5 measures may allow a Conflict of Interest to exist,
6 with or without conditions, while a formal review is
7 pending.
- 8 (b) Review of Conflicts - The Conflicts Committee will
9 formally review all conflicts disclosures that (i)
10 involve a Substantial Financial Interest, (ii) are
11 recommended for full review by the Associate
12 Provost for Research and Economic Development,
13 or (iii) are selected by the Chair from the list of
14 other disclosures for expedited review. In the case
15 of a Conflict of Interest involving a Substantial
16 Financial Interest, the Conflicts Committee will
17 ordinarily permit such a Conflict of Interest to exist
18 only under certain conditions, which are intended to
19 minimize any harm that could result from the
20 Conflict of Interest.
- 21 (c) Disposition of Conflicts - After completing the
22 formal review, the Conflicts Committee may decide
23 upon one or more of the following dispositions:
- 24 (1) postpone consideration of the matter
25 pending further information or investigation;
- 26 (2) allow a Conflict of Interest because the
27 circumstances require no action;
- 28 (3) allow a Conflict of Interest with conditions,
29 such as
- 30 • public disclosure of the Financial
31 Interest in publications describing the
32 research results;
 - 33 • independent monitoring of the research;
 - 34 • modification of the research plan;
 - 35 • imposition of a holding period on the
36 stock or other security in the case of a
37 Financial Interest consisting of Equity,
38 which will minimize the appearance of

- 1 influence on the outcome of the
2 research; or
- 3 (4) prohibit a Conflict of Interest with
4 compliance steps to remove the conflict,
5 such as
- 6 • divestiture of the Financial Interest;
 - 7 • disqualification of the Covered
8 Individual from the research.
- 9 In addition to the above, the Committee may
10 refer the matter to the appropriate University
11 official or committee for disciplinary action
12 or other appropriate action.
- 13 4. Public Statements
- 14 A number of problems may be posed when statements are made by
15 scientists about research before the research has been publicized in
16 scholarly journals or symposia, when the scientist has a Financial Interest
17 in a Company that stands to benefit from the research. In order to avoid
18 any such occurrences at the University, all Covered Individuals who
19 perform or direct research for a Company in which they have a Financial
20 Interest must refrain from making public statements about the results of
21 any research relating to that disclosure prior to (i) publication of the results
22 in a recognized scholarly journal or (ii) presentation of the results at a
23 recognized scholarly meeting. The Associate Provost for Research and
24 Economic Development may make exceptions to this rule in appropriate
25 cases. This restriction applies whether or not the University allows an
26 activity that presents a Conflict of Interest to continue after review.
- 27 5. Appeals
- 28 A Covered Individual may appeal an initial decision of the Committee by
29 requesting a rehearing of the matter. The rehearing shall occur at the next
30 regularly scheduled meeting of the Conflicts Committee. At the rehearing,
31 the Covered Individual may personally appear before the Committee and
32 shall have the right to be accompanied by counsel or a union
33 representative. The Committee shall establish written procedures for the
34 conduct of rehearings. The Committee shall issue a reconsidered decision
35 promptly after the conclusion of the rehearing.
- 36 A Covered Individual may appeal an initial decision of the Committee or a
37 decision made by the Committee after a rehearing, in each case by
38 requesting a review of the decision by the President or the President's
39 designee. At the President's discretion, such appeal may be a review of the

1 documentary record of the decision or may include a meeting with the
2 Covered Individual and member(s) of the Committee. The decision of the
3 President shall be final.

4 6. Periodic Review of Policy

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

9 The Policy on Conflicts of Interest Relating to Intellectual Property and Commercial
10 Ventures (the "Policy") attached as Appendix B to this Agreement is hereby adopted at
11 the University of Massachusetts Dartmouth.

12 With respect to conflicts of interest outside the scope of the Policy, such conflicts will
13 continue to be governed by the State Ethics Law, Massachusetts General Laws Chapter
14 268A.

15 **O. PARKING FEE**

16 Following execution of this Agreement, at the request of either party, the parties shall
17 meet and negotiate concerning a parking fee for parking of employee vehicles on
18 university property. Such negotiations shall be with all unions representing employees at
19 the University of Massachusetts Dartmouth, or only with the Faculty Federation, at the
20 option of the University.

21 **P. LEGAL MALPRACTICE INSURANCE**

22 1. The University shall provide legal malpractice insurance protection of no
23 less than \$1,000,000.00 per incident coverage for (a) Federation members
24 who work with any of the legal clinics operated by the Law School, (b)
25 Federation members who supervise a Field Placement or Coordinated
26 Field Placement course at the Law School, and (c) Federation members at
27 the Law School who engage in legal work in furtherance of their
28 obligations to engage in public service activities pursuant to Article
29 VII(A)(4).

30 2. Notwithstanding the above, the University may choose not to provide
31 coverage if the Federation member receives direct, individual
32 compensation for legal services rendered in addition to or substitution for
33 wages paid by the University.

34 3. If the coverage provided is not in the name of each covered Federation
35 member, the University shall cause a certificate of insurance in the name
36 of a covered Federation member to be provided upon request of a covered
37 individual.

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ARTICLE IX
SABBATICAL LEAVE

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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. Or in the case of law faculty members, a sabbatical leave may also be granted for the purpose of enhancing clinical skills (such as pro bono trial work, judicial clerkships, etc.).
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.

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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 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
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1 rank for review by the department's faculty evaluation committee (FEC).
2 In consultation with the Chair, the FEC shall (1) evaluate the merit of each
3 sabbatical leave application in the department and (2) recommend the
4 approval or disapproval of each application and forward it the to the
5 College Dean. The Chair shall prepare a cover letter to accompany the
6 FEC's recommendations, which shall contain any request for replacement
7 funding. Any disagreement between the majority of the FEC and the
8 Department Chair with respect to recommending or not recommending a
9 particular application for approval shall be resolved at the department
10 level whenever possible. Otherwise, they shall be reported in detail to the
11 College Dean. The Department Chair shall notify each applicant, in
12 writing, concerning the FEC's recommendation and the Chair's
13 recommendation. A notification of negative recommendation shall contain
14 a detailed statement of the reasons. A request for reconsideration of either
15 the FEC's recommendation or the Chair's recommendation shall be filed
16 within 10 days of the date that the applicant receives notification from the
17 Chair of the FEC's and Chair's recommendations. They shall be heard
18 within the department in accordance with department policies, prior to the
19 start of the review by the College Dean.

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

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

1 **C. SABBATICAL POLICIES**

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

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

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

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

25 5. Sabbatical leaves shall be for a) one semester at full pay, or b) one
26 academic year at half-pay or c) one semester at half-pay.

27 Sabbatical leaves for librarians shall be for a half year and shall start July
28 1 or January 1.

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

35 Notwithstanding the above, all law faculty members/librarians who began
36 full-time service with the Law School before the beginning of the fall
37 2010 semester shall be split into three groups randomly. Members of the
38 first group may be granted sabbatical leave after four years of full-time
39 service as defined above by the time the leave begins, members of the
40 second group may be granted sabbatical leave after five years of full-time

- 1 service as defined above by the time the leave begins, and members of the
2 final group may be granted sabbatical leave after six years of full-time
3 service as defined above by the time the leave begins.
4
- 5 7. A subsequent sabbatical leave may not begin before the following
6 conditions are met for the type of sabbatical leave sought:
- 7 a) One semester at full pay: A faculty member/librarian has
8 completed full-time service for six years (i.e., 72 months) since the
9 end of his or her most recent sabbatical leave.
- 10 b) One academic year at half-pay: A faculty member/librarian has
11 completed full-time service for six years (i.e., 72 months) since the
12 end of his or her most recent sabbatical leave.
- 13 c) One semester at half-pay: A faculty member/librarian has
14 completed full-time service for three years (i.e., 36 months) since
15 the end of his or her most recent sabbatical leave.
- 16 8. Faculty members/librarians may postpone, upon the request of their
17 department and the approval of the dean, an approved sabbatical leave for
18 up to three academic years. Such years will count as full-time service
19 toward the faculty member's next sabbatical leave.
- 20 9. Upon the granting of sabbatical leave, the faculty member/librarian shall
21 enter into a written agreement with the University that upon termination of
22 such leave the individual will return to the service of the University for a
23 period of one (1) year if the individual has been granted either a leave of
24 one (1) year at half pay or a leave one-half (1/2) year at full pay. In default
25 of completing such specified service, the individual will refund to the
26 Commonwealth, unless excused there from by the President, an amount
27 equal to such proportion of the salary received by the individual while on
28 leave as the amount of services not actually rendered as agreed bears to
29 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 University Extension into the regular work.

1 **C. REASSIGNMENT**

2 1. General Reassignment

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

8 2. Effort to Avoid Future Retrenchment by Reassignment

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

18 3. Imminent Retrenchment Reassignment Not Under Financial Exigency

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

32 4. Retrenchment Reassignment Under Financial Exigency

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

1 **D. ORDER OF RETRENCHMENT**

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

6 The most senior faculty, librarian or technician, as the case may be, shall be
7 retained subject to the conditions stated below. There shall be three (3) seniority
8 lists for members of the bargaining unit, made up as follows:

- 9 1. all persons who are members of the bargaining unit as of June 30, 1976;
10 and
- 11 2. all male non-minority persons who become members of the bargaining
12 unit July 1, 1976 or later; and
- 13 3. all minority persons and women who become members of the bargaining
14 unit July 1, 1976 or later.

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

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

28 **E. RECALL**

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

1 **F. NOTIFICATION**

2 The University will notify the unit member affected as soon as practicable,
3 recognizing that, when circumstances permit, the effective date of said notice will
4 be at least one (1) year in advance. The parties further agree that where
5 retrenchment involves financial exigency, it is understood that whenever possible
6 in the case of tenured unit members, notification for retrenchment shall be one (1)
7 calendar year before the effective date of such retrenchment; that the University
8 may retrench tenured unit members in situations involving financial exigency
9 without providing such notice upon mutual agreement to make immediate, full
10 tender of severance pay in the amount of sixty (60%) percent of the salary which
11 would have been due the retrenched individual over the next twelve (12) month
12 period if the entire notice period is dispensed with, or a proportionate amount if
13 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. Only unit members who are on the payroll on the date on which the appropriation funding this agreement is signed shall be considered eligible for the salary rate increases below. 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 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. Individuals who receive a rating of generally satisfactory sustained performance shall be eligible for the base salary increase increment but not for any merit increase. Deficient performance in a periodic multi-year review shall disqualify the individual for any salary rate 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:
 - a) Period July 1, 2017 through June 30, 2018:
 - (1) Definitions
 - (a) The terms, "state tax revenues," "budgeted revenues" and "budgetary funds" shall have the

- 1 meanings assigned to those terms in M.G.L., Ch. 29,
2 sec. 1.
- 3 (b) For the purposes of this section, "tax revenues"
4 shall mean, for any given fiscal year, state tax
5 revenues that count as budgeted revenues in the
6 budgetary funds, as reported by the Commissioner
7 of Revenue on a preliminary basis in July following
8 the end of the fiscal year, subject to any final
9 technical adjustments made prior to August 31. Tax
10 revenues shall include taxes that are transferred to
11 the Commonwealth's Pension Liability Fund, the
12 Massachusetts Bay Transportation Authority State
13 and Local Contribution Fund, the School
14 Modernization and Reconstruction Trust Fund and
15 the Workforce Training Fund.
- 16 (2) Effective the first full pay period in July 2017, each
17 member of the bargaining unit who was rated
18 "Recommended" or "Highly Recommended" in the most
19 recent annual evaluation shall receive a one percent (1%)
20 increase to their base salary.
- 21 (3) If fiscal year 2018 tax revenues, as defined in paragraph
22 (1), above, equal or exceed \$27.072 billion, effective the
23 full first pay period in July 2017, each member of the
24 bargaining unit who was rated "Recommended" or "Highly
25 Recommended" in the most recent annual evaluation shall
26 receive a one percent (1%) increase to their base salary.
- 27 (4) To be eligible for the salary increase contained in this
28 paragraph, an employee must be on the payroll, including
29 any authorized leave of absences, on the effective date of
30 such salary increase and either a) on the payroll during the
31 paid period during which such salary increase is
32 implemented; or b) retired, deceased, or laid off after the
33 effective date of such salary increase. Employees who leave
34 the university voluntarily or are discharged for cause after
35 the effective date of the salary increase are not eligible for
36 any increase or any retroactive pay; provided that, for any
37 member of the bargaining unit who was on the payroll on
38 or after January 1, 2018, for the salary increases effective in
39 July 2017, the provisions contained in this paragraph shall
40 be suspended.
- 41 (5) Effective September 1, 2014, individuals who were
42 promoted during the previous academic year shall receive a

1 salary rate increment. Promotion amounts are \$3000 for
2 promotion to Senior Lecturer, \$3400 for promotion to
3 Assistant Professor, Assistant Librarian, Law Assistant
4 Librarian, or Professional Technician III, \$7000 for
5 promotion to Associate Professor, Associate Librarian, Law
6 Associate Librarian, or Professional Technician II, \$9000
7 for promotion to Chancellor Professor, Professor, Librarian,
8 Law Librarian, or Professional Technician I.

9 (6) Effective September 1, 2017, Minimums Adjustments.
10 Full-time members of the bargaining unit whose salary is
11 less than the minimum salary for the various ranks shall
12 have their salary rate increased to the appropriate
13 minimum. Minimums effective September 1, 2017 are:
14 Full-Time Lecturer, \$55,817; Instructor, \$55,817; Assistant
15 Professor, \$59,922 Associate Professor, \$70,174; Professor,
16 \$87,520; Chancellor Professor, \$93,409; Library Assistant,
17 \$51,251; Assistant Librarian, \$59,922; Assistant Law
18 Librarian, \$59,922; Associate Librarian, \$70,174; Law
19 Associate Librarian, \$70,174; Librarian, \$87,520; Law
20 Librarian, \$87,520; Professional Technician IV, \$51,882;
21 Professional Technician III, \$59,135; Professional
22 Technician II, \$67,019; Professional Technician I, \$71,750.
23 The minimums effective on this date shall apply to all
24 individuals in rank and to those who will be in a new rank,
25 September 1, 2017.

26 b) Period July 1, 2018 through June 30, 2019:

27 (1) Effective the first full pay period in July 2018, each
28 member of the bargaining unit who was rated
29 "Recommended" or "Highly Recommended" in the most
30 recent annual evaluation shall receive a two percent (2%)
31 increase to their base salary.

32 (2) To be eligible for the salary increase contained in paragraph
33 (1), above, an employee must be on the payroll, including
34 any authorized leave of absences, on the effective date of
35 such salary increase and either a) on the payroll during the
36 paid period during which such salary increase is
37 implemented; or b) retired, deceased, or laid off after the
38 effective date of such salary increase. Employees who
39 leave the university voluntarily or are discharged for cause
40 after the effective date of the salary increase are not eligible
41 for the increase or any retroactive pay.

1 (3) Effective September 1, 2014, individuals who were
2 promoted during the previous academic year shall receive a
3 salary rate increment. Promotion amounts are \$3000 for
4 promotion to Senior Lecturer, \$3400 for promotion to
5 Assistant Professor, Assistant Librarian, Law Assistant
6 Librarian, or Professional Technician III, \$7000 for
7 promotion to Associate Professor, Associate Librarian, Law
8 Associate Librarian, or Professional Technician II, \$9000
9 for promotion to Chancellor Professor, Professor, Librarian,
10 Law Librarian, or Professional Technician I.

11 (4) Effective September 1, 2018, Minimums Adjustments.
12 Full-time members of the bargaining unit whose salary is
13 less than the minimum salary for the various ranks shall
14 have their salary rate increased to the appropriate
15 minimum. Minimums effective September 1, 2018 are:
16 Full-Time Lecturer, \$57,652; Instructor, \$57,652; Assistant
17 Professor, \$61,893; Associate Professor, \$72,482;
18 Professor, \$90,398; Chancellor Professor, \$96,480; Library
19 Assistant, \$52,936; Assistant Librarian, \$61,893; Assistant
20 Law Librarian, \$61,893; Associate Librarian, \$72,482; Law
21 Associate Librarian, \$72,482; Librarian, \$90,398; Law
22 Librarian, \$90,398; Professional Technician IV, \$53,588;
23 Professional Technician III, \$61,080; Professional
24 Technician II, \$69,223; Professional Technician I, \$74,109.
25 The minimums effective on this date shall apply to all
26 individuals in rank and to those who will be in a new rank,
27 September 1, 2018.

28 c) Period July 1, 2019 through June 30, 2020:

29 (1) Effective the full first pay period in July 2019, each
30 member of the bargaining unit who was rated
31 "Recommended" or "Highly Recommended" in the most
32 recent annual evaluation shall receive a two percent (2%)
33 increase to their base salary.

34 (2) To be eligible for the salary increase contained in paragraph
35 (1), above, an employee must be on the payroll, including
36 any authorized leave of absences, on the effective date of
37 such salary increase and either a) on the payroll during the
38 paid period during which such salary increase is
39 implemented; or b) retired, deceased, or laid off after the
40 effective date of such salary increase. Employees who
41 leave the university voluntarily or are discharged for cause
42 after the effective date of the salary increase are not eligible
43 for the increase or any retroactive pay.

1 (3) Effective September 1, 2014, individuals who were
2 promoted during the previous academic year shall receive a
3 salary rate increment. Promotion amounts are \$3000 for
4 promotion to Senior Lecturer, \$3400 for promotion to
5 Assistant Professor, Assistant Librarian, Law Assistant
6 Librarian, or Professional Technician III, \$7000 for
7 promotion to Associate Professor, Associate Librarian, Law
8 Associate Librarian, or Professional Technician II, \$9000
9 for promotion to Chancellor Professor, Professor, Librarian,
10 Law Librarian, or Professional Technician I.

11 (4) Effective September 1, 2019, Minimums Adjustments.
12 Full-time members of the bargaining unit whose salary is
13 less than the minimum salary for the various ranks shall
14 have their salary rate increased to the appropriate
15 minimum. Minimums effective September 1, 2019 are:
16 Full-Time Lecturer, \$59,487; Instructor, \$59,487; Assistant
17 Professor, \$63,863 Associate Professor, \$74,789; Professor,
18 \$93,276; Chancellor Professor, \$99,551; Library Assistant,
19 \$54,621; Assistant Librarian, \$63,863; Assistant Law
20 Librarian, \$63,863; Associate Librarian, \$74,789; Law
21 Associate Librarian, \$74,789; Librarian, \$93,276; Law
22 Librarian, \$93,276; Professional Technician IV, \$55,294;
23 Professional Technician III, \$63,024; Professional
24 Technician II, \$71,427; Professional Technician I, \$76,468.
25 The minimums effective on this date shall apply to all
26 individuals in rank and to those who will be in a new rank,
27 September 1, 2019.

28 5. Each person at the rank of Professor, Chancellor Professor, or Librarian
29 who has completed a PMYR process with an overall rating of Excellent
30 Sustained Performance shall receive a rate increase of \$2000. Each person
31 who completes the PMYR process with an overall rating of Generally
32 Satisfactory Performance or Deficient Performance shall not receive a rate
33 increase.

34 6. Permanent Part-time Employees

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

38 b) Permanent part-time employees, for purposes of this Article, shall
39 be defined as members of the bargaining unit employed as of June
40 30, 1983, and still employed as of the date of the signing of this
41 Agreement, and who work fifty (50%) percent or more of the full-
42 time workload, as defined in this Agreement.

- 1 7. Department Chairpersons' and Library Division Heads' Stipend
- 2 Each Chairperson of an academic department shall receive an annual
- 3 stipend. Effective July 1, 2014, the amount of the stipend shall be \$7300,
- 4 with the possibility of additional differential compensation.
- 5 Each Head of a Library Division shall receive an annual stipend. Effective
- 6 September 1, 2017, the amount of the stipend shall be \$2000, with the
- 7 possibility of additional differential compensation.
- 8 8. Director and Coordinator Stipends
- 9 The Provost shall annually publish a list of full-time faculty members who
- 10 serve as Directors or Coordinators. Effective September 1, 2017, each
- 11 individual on this list shall receive an annual stipend of \$1500, with the
- 12 possibility of additional differential compensation. Failure to receive the
- 13 stipend shall not be grievable.
- 14 9. Prior Contract
- 15 The parties agree that there is no outstanding obligation for monies not
- 16 previously disbursed for in-service or merit recognition bonuses,
- 17 distinguished service awards or career training under any prior agreement.
- 18 10. Bona Fide Offers
- 19 Members of the bargaining unit in receipt of bona fide written offers of
- 20 employment from other institutions of higher learning will be eligible to
- 21 renegotiate the terms of their individual contracts. The Department
- 22 Faculty Evaluation Committee and the Department Chairperson shall each
- 23 forward a recommendation to the Dean on terms of any new contracts.
- 24 After conferring with the Department Chair, the Dean shall recommend
- 25 terms of the new contract for the approval of the Provost and the
- 26 Chancellor. The conditions of any new contract of employment covered
- 27 by the bargaining unit shall not be contrary to any provision of this
- 28 agreement.
- 29 11. Out of Cycle Pay Increase
- 30 In order to retain exemplary faculty, it may on occasion be necessary to
- 31 provide individuals with an out-of-cycle pay increase. To be considered
- 32 for such an increase, an individual minimally must have been eligible for a
- 33 Merit II award in their last annual evaluation. Recommendations for an
- 34 out-of-cycle pay increase must be made by the Dean of the individual's
- 35 college or school, with the written recommendation of the individual's
- 36 Department Chairperson and the Department Faculty Evaluation
- 37 Committee. Recommendations for out-of-cycle pay increases will be
- 38 reviewed by a committee appointed by the Chancellor with three

representatives selected by the Faculty Federation and three individuals selected by the Chancellor. The Chancellor will designate the chair of the committee and the members of the committee will serve a two year term. The Dean, in consultation with the Department Chairperson, will prepare the recommendation, which must include the basis for the recommendation, the recommended increase and relevant comparative salary information. The committee will transmit its recommendation to the Provost within two weeks (10 working days) after receiving the recommendation from the Dean. The Provost will review the committee's recommendation and provide a recommendation to the Chancellor, within one week (5 working days) after receiving the committee's recommendation. The final decision regarding the recommended out-of-cycle pay increase will be made by the Chancellor.

12. Extramural Research Incentive Award

Faculty members who as Principal Investigators on externally funded grants or contracts awarded after July 1, 2010 generate funds to pay a portion of their academic base salary will be entitled to an Extramural Incentive Award of twenty five percent (25%) of the salary that they generate in excess of any costs required to replace their regular workload assignment. This does not apply to grant/contract based summer salary. The Extramural Incentive Award would be paid as an annual bonus, which is not incorporated into the base salary.

B. MERIT AWARDS

The provisions contained in this section shall be suspended during the period July 1, 2017 through June 30, 2020.

1. MERIT I.

Awards for academic years July 1, 2014 through June 30, 2017. A salary rate increment, as specified in Article XI, A(4)b(2); and Article XI, A(4)c(2) 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)b(2) and Article XI, A(4)c(2) 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)b(2) and Article XI, A(4)c(2) 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.

Awards for the academic years July 1, 2014 to June 30, 2017. 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 Merit II Fund shall be allocated among the Academic Departments in proportion to the number of full-time Faculty employed within each Academic Department. The Professional Technician Merit II Fund shall be allocated among the Professional Technicians. 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 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)). 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)). A salary rate increment shall be paid from the Professional Technician Merit II Fund to each Professional Technician who has been evaluated as indicated in the annual evaluation process (Article XI, B(3)c.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. Individuals will receive Merit II awards in the amount determined by the Dean in consultation with the Department Chair. 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

- 1 evaluations from the Librarian Evaluation Committee or
2 Division Head at least as follows:
- 3 (a) Excellent in Professional Effectiveness, or
4 (b) Very Good in Professional Effectiveness and Very
5 Good performance in one (1) other category.
- 6 (2) Merit II. Awards under this category shall be based upon
7 the annual evaluations prepared for each member of the
8 bargaining unit. Individuals shall receive Merit II increases
9 if they receive evaluations from the Librarian Evaluation
10 Committee, the Division Head and the Dean as stipulated
11 below. The amount of the award shall be determined by the
12 Dean in consultation with the Division Head. Merit II
13 awards shall not be subject to Article XVII grievance
14 procedures.
- 15 (a) Excellent in Professional Effectiveness and Very
16 Good performance in one (1) other category, or
17 (b) Very Good in Professional Effectiveness and
18 Excellent in one (1) other category, or
19 (c) Very Good in Professional Effectiveness and Very
20 Good in two (2) other categories.
- 21 c) For Professional Technicians to be considered for a Merit award, it
22 is necessary that the annual evaluation for the individual under
23 consideration have at least a “Satisfactory” evaluation in all
24 categories evaluated.
- 25 (1) Merit I - Awards under this category shall be based upon
26 the annual evaluation prepared for each Professional
27 Technician. Individuals shall receive a Merit I increase if
28 they receive evaluations from the Department Chairperson,
29 Department Head or immediate supervisor at least as
30 follows:
- 31 (a) Excellent in Professional Effectiveness, or
32 (b) Very Good in Professional Effectiveness and Very
33 Good in one other category, or
34 (c) Very Good in Professional Effectiveness and
35 Satisfactory in two others categories.

- 1 (2) Merit II - Awards under this category shall be based upon
2 the annual evaluation. An individual shall receive a Merit II
3 increase if they receive evaluations from the Department
4 Chairperson, Division Head or immediate supervisor and
5 the Dean (or in the case of Professional Technicians who do
6 not report to a Dean or report to more than one Dean, by
7 the Provost) at least as shown below. The amount of the
8 award shall be determined by the Dean in consultation with
9 the Department Chairperson or Division Head (or in the
10 case of Professional Technicians who do not report to a
11 Dean or report to more than one Dean, by the Provost.
12 Merit II awards shall not be subject to Article XVII
13 grievance procedures.
- 14 (a) Excellent in Professional Effectiveness and Very
15 Good in one other category, or
- 16 (b) Very Good in Professional Effectiveness and
17 Excellent in one other category, or
- 18 (c) Very Good in Professional Effectiveness and Very
19 Good in two others categories.

20 **C. BENEFITS**

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

23 1. Life Insurance

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

27 2. Group Insurance

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

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

37 3. Worker's Compensation

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

5 4. Travel Allowances

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

11 5. Payment for Accumulated Sick Leave

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

20 6. The Board of Trustees shall continue its policy of permitting the purchase
21 of annuities by members of the bargaining unit pursuant to the provisions
22 of Massachusetts G.L., c. 15, § 18A.

23 7. Leaves of Absence

24 a) Sick Leave

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

- 1 b) Sick Leave Accrual
- 2 A joint labor management committee shall be created with the
- 3 authority to research, design, and bargain one or more employer
- 4 sponsored systems to improve the current sick leave system for
- 5 bargaining unit members and the vacation leave system for
- 6 librarians and professional technicians in the bargaining unit. For
- 7 the duration of this Agreement, a 120 day cap on the accrual of
- 8 sick leave for employees hired on or after January 1, 2015. For the
- 9 duration of this Agreement, the current vacation leave terms will
- 10 remain unchanged. If the committee fails to bargain a replacement
- 11 system, the current sick leave and vacation leave systems will
- 12 continue without any accrual caps.
- 13 c) Funeral Leave
- 14 Upon the death of the husband, wife, child, parent, spouse's parent,
- 15 brother, sister, brother-in-law or sister-in-law, step child or
- 16 grandparents of any member of the bargaining unit, or of a person
- 17 living in the member's immediate household, funeral leave with
- 18 full pay shall be granted for a period not exceeding four (4) days
- 19 per year.
- 20 d) Family Leave
- 21 It is understood that the provisions of the Family and Medical
- 22 Leave Act of 1993 ("FMLA") apply to all eligible members of the
- 23 bargaining unit and that when the collective bargaining agreement
- 24 provides the same type of leave required under FMLA, any time
- 25 spent by an employee on such contractual leave shall
- 26 simultaneously be counted as FMLA leave. If the leave benefits
- 27 provided in the collective bargaining agreement are less than those
- 28 available under FMLA, the more generous provisions of the
- 29 FMLA shall prevail. If the leave benefits provided in the collective
- 30 bargaining agreement are greater than required by FMLA, the
- 31 relevant provisions of the agreement shall be honored but the first
- 32 12 weeks spent on such contractual leave shall, if applicable, be
- 33 counted as FMLA leave.
- 34 A non-tenured faculty member who becomes the biological parent
- 35 or the adoptive parent of a child under three (3) years of age may
- 36 submit to the Provost and copy the Dean, the Department
- 37 Chairperson, and the President of the Faculty Federation a written
- 38 request for an extension for one (1) year of his or her tenure
- 39 decision date. A faculty member wishing to extend the tenure
- 40 decision date shall notify the Provost and copy the Dean, the
- 41 Department Chairperson, and the President of the Faculty

1 Federation, in writing, no later than six (6) months after the birth or
2 adoption of the child or, if the faculty member takes a leave as
3 described in the paragraph above, no later than two (2) months
4 after the conclusion of the leave.

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

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

17 Any librarian or technician desiring a part-time appointment for
18 the sole purpose of family leave shall have the part-time
19 appointment count on a prorated basis towards the time required
20 for appointment, on a prorated basis, if so requested.

21 e) Other Leaves

22 (1) Military Leave Rules and Regulations

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

35 Any persons in the service of the Commonwealth who are
36 members of a reserve component of the armed forces of the
37 United States and who are called for duty other than the
38 annual tour of duty not exceeding seventeen (17) days shall
39 be subject to the provision of Chapter 708 of the Acts of

1 1941, as amended, or of Chapter 805 of the Acts of 1950,
2 and amendments thereto.

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

16 Any officers or employees of the Commonwealth
17 appointed by the Governor with the advice and consent of
18 the council or any employees of the Commonwealth
19 appointed by a Commissioner of a Department, a
20 commission or board with the approval of the Governor
21 and Council, or any officers or employees appointed by the
22 General Court or either branch thereof who, on or after
23 June 25, 1950, shall have tendered their resignation from an
24 office or position in the service of the Commonwealth for
25 the purpose of serving in the armed forces of the United
26 States while engaged in hostilities under the flag of the
27 United Nations, or in a state of war arising out of and as the
28 result of such hostilities, and who so serve shall, except as
29 otherwise provided in Chapter 805, of the Acts of 1950,
30 and amendments thereto, be deemed to be or to have been
31 on leave of absence without pay and no such persons shall
32 be deemed to have resigned from office or position in the
33 service of the Commonwealth, or to have terminated such
34 service, until the expiration of ninety (90) days from the
35 termination of said service with the said armed forces;
36 provided, however, that such service shall not be construed
37 to include service for more than four (4) years unless such
38 further period of service in excess of four (4) years was
39 involuntary service required by the Government of the
40 United States. This rule shall terminate on July 1, 1966.
41 (Section 25, of Chapter 708, of the Acts of 1941, as
42 amended by Chapter 544, of the Acts of 1962). (Chapter
43 580, of the Acts of 1964). Leave of absence with pay shall
44 be granted to persons on the occasion of appearances

1 before local draft boards or draft appeal boards, or for
2 physical examinations ordered by said boards.

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

9 (2) Court Leave

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

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

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

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

37 Witness fees and all other fees except jury fees received for
38 services during office hours shall be paid to the
39 Commonwealth. Whenever a person is called for jury duty
40 or summoned to appear as a witness and such jury duty or

1 appearance occurs during the person's vacation, there will
2 be no necessity to account for any fees received during
3 such period. Expenses reimbursed the person for travel,
4 meals, room hire, etc., shall be retained by the person and
5 shall not be considered as part of the witness fees.

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

11 Court leave shall affect no employment rights.

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

14 (3) Other Leave

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

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

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

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

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

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

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

34 (b) The following shall constitute cause:

35 (1) Significant responsibilities for elder care or
36 care of dependent or domestic partner;

37 (2) Disability or chronic illness; or

38 (3) Circumstances beyond the bargaining unit
39 member's control that may significantly
40 affect progress toward tenure.

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

11 (d) Only the bargaining unit member has standing to
12 request a stay of the probationary period.

13 (e) Decision made in such cases shall not be grievable.

14 8. Sick Leave Bank

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

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

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

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

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

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

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

14 9. Tuition Credits

- 15 a) As more fully described in the Administrative Standards, Faculty
16 and Staff Tuition Discounts (T96-129), which is hereby
17 incorporated by reference, members of the bargaining unit shall
18 receive tuition discounts in the form of tuition credits; provided
19 that, in the event of a conflict between the Administrative
20 Standards, Faculty and Staff Tuition Discounts (T96-129) and
21 current practice, current practice shall prevail.
- 22 b) Members of the bargaining unit and members of their immediate
23 family shall be allowed to enroll tuition free for credit and non-
24 credit courses offered in the Online and Continuing Education at
25 the University of Massachusetts Dartmouth, provided that they
26 shall not be counted in determining whether the course is canceled.
27 Should any member of the bargaining unit become disabled or die,
28 that individual (if living) and members of the individual's
29 immediate family shall be allowed to enroll tuition free for courses
30 offered in the Online and Continuing Education, provided that they
31 shall not be counted in determining whether the course is canceled.
- 32 c) Bargaining unit members, their spouses and dependent children
33 will be eligible for tuition remission benefits, subject to the
34 conditions and procedures set forth in the Board of Higher
35 Education System-wide Tuition Remission Policy For Higher
36 Education Employees (May 21, 1984).

37 10. Health and Welfare

38 a) Trust Agreement

39 The parties agree to maintain a Health and Welfare Fund under an
40 Agreement and Declaration of Trust originally drafted by the

1 Board of Regents and executed by the UMass Faculty Federation,
2 Local 1895, Faculty, Librarians and Technicians Bargaining Unit.
3 Such Agreement and Declaration of Trust provides for a Board of
4 Trustees composed of equal representation of the Employer and
5 the Union. The Board of Trustees of the Health and Welfare Fund
6 shall determine in their discretion and within the terms of this
7 Agreement and the Agreement and Declaration of Trust, such
8 health and welfare benefits to be extended by the Health and
9 Welfare Fund to employees and/or their dependents.

10 b) Funding

11 Effective January 1, 2015, the Commonwealth shall contribute
12 \$15.50 per week per full-time equivalent member of the bargaining
13 unit. Effective January 1, 2016, the Commonwealth shall
14 contribute \$16.00 per week per full-time equivalent member of the
15 bargaining unit. Effective January 1, 2017, the Commonwealth
16 shall contribute \$16.50 per week per full-time equivalent member
17 of the bargaining unit.

18
19 The contributions made by the Employer to the Health and Welfare
20 Fund shall not be used for any purpose other than to provide health
21 and welfare benefits and to pay the operating and administering
22 expenses of the Fund. The contributions shall be made by the
23 Employer in an aggregate sum within forty-five (45) days
24 following the end of the calendar month during which
25 contributions were collected. The amount of contributions for each
26 year shall be based on the number of full-time equivalent
27 employees as of the October payroll period during such fiscal year.

28 c) Non-Grievability

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

31

1 d) Employer's Liability

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

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

ARTICLE XII
UNIVERSITY EXTENSION

PREAMBLE

Labor-Management Committee on University Extension and Distance Learning. No sooner than September 1, 2018, there shall be established a joint labor-management committee consisting of 6 members, 3 appointed by the Chancellor and 3 appointed by the Faculty Federation for the purpose of negotiating updates to this Article and other relevant provisions of this agreement concerning University Extension and Distance Learning.

No later than May 31, 2019, the committee shall report its progress to the Provost and the President of the Union.

A. 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 University Extension shall submit the official request for courses to be offered in the University Extension to Department Chairpersons no later than November 30 for the fall semester, April 30 for the intersession and spring semester, and October 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 University Extension no later than December 30 for the fall semester, May 30 for the intersession and spring semester, and November 30 for the summer sessions. The Dean of University Extension, 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.

- 1 5. The common form for student rating of teaching (Article VII, G., 2.) shall
2 be used in all OCE sections. Department questions shall be added at the
3 discretion of the Department Chairperson. All faculty teaching in the
4 University Extension shall be evaluated each semester.
- 5 6. Where satisfactory performance has been evidenced by faculty members,
6 and a curricular need exists, assignments shall be on the basis of equal
7 opportunity to teach courses. Such equal opportunity shall be measured
8 over a three-year period.

9 **B. CONTRACTS AND SALARY - Credit Courses**

- 10 1. Course enrollments shall be monitored by the Dean of University
11 Extension throughout the registration periods and decisions to confirm or
12 cancel classes will be made on a timely basis so students and faculty can
13 be informed and plan accordingly. All courses shall normally be confirmed
14 no later than the last University business day prior to the commencement
15 of classes. When a course has been canceled, the Dean of University
16 Extension shall inform the appropriate Department Chairperson and the
17 affected Lecturer.
- 18 2. A contract shall be issued to faculty members 30 to 60 days prior to the
19 first day of classes for each session Faculty shall return contracts to
20 University Extension within 10 days of date of issue. The President of the
21 Faculty Federation shall have access to the individual contracts at a time
22 and place mutually agreed to by the Dean of University Extension and the
23 President of the Faculty Federation.
- 24 3. Where a course runs for more than eight (8) weeks, payment of the stipend
25 for the course shall be in two (2) payments. The first payment shall be
26 made by the Friday of the week after the half-way time of the semester.
27 The final payment shall be made at the end of the semester after the
28 Lecturer has turned in grades for the course.
- 29 4. All persons assigned to teach academic courses in University Extension
30 shall be designated as Lecturers in University Extension. Assignment to
31 teaching of courses in University Extension implies that the Lecturer will
32 be available for scheduled academic consultation with students during the
33 hours of University Extension.
- 34 5. Salary for credit courses taught University Extension by full-time and
35 part-time members of the bargaining unit that meet minimum enrollment
36 requirements established by the Academic Dean and the Executive
37 Director of University Extension shall be \$1,444 per unit effective July 1,
38 2017.
- 39 6. Courses enrolling six (6) or less students will be cancelled or the faculty
40 member may agree to proceed with a directed study at the rate of \$200 per

- 1 student for each three credit course. Courses with registrations between
2 seven (7) and twelve (12) students shall receive half the current salary
3 rate.
- 4 Maximum student enrollment per course will be established by the
5 Academic Dean and the Dean of University Extension. Faculty in whose
6 course enrollment exceeds the maximum shall receive an additional \$100
7 per additional student excluding students with waivers. Faculty with
8 increased class size may request funding of a teaching assistant from
9 University Extension at the rate of \$200 for ten (10) additional students,
10 \$400 for twenty (20) additional students and \$600 for thirty (30) or more
11 additional students.
- 12 7. Each Department Chairperson or designee will receive \$50.00 for each
13 course that runs through OCE using that department's designation for
14 coordinating with University Extension to identify an optimum mix of
15 course offerings responsive to student needs and interests.
- 16 8. Members of the Bargaining Unit teaching off campus shall be
17 compensated for travel expenses consistent with travel allowances
18 elsewhere in this Agreement (Article XI.D.4.- Travel Allowances).

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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. The terminal degrees for a law librarian are the Master of Library Science Degree, or its equivalent, from an institution accredited by the American Library Association and the Juris Doctorate, or its equivalent from an institution accredited by the American Bar Association or a state.
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 except for employees of the law library where they shall be maintained by the Associate Dean of the Law Library.

The Library and the Law Library shall each 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 in each, provided that there are a minimum of four members of the Committee inclusive of the Chairperson who is elected by the members. Should there be an insufficient number of full-time librarians in the Law Library, non-law librarians can be appointed.

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

1 recommendation. The individual, whether submitting additional materials or not,
2 shall sign a statement indicating receipt of this recommendation and awareness of
3 the opportunity to submit additional materials within this seven (7) day period.
4 Failure of the individual to sign a statement of receipt of the recommendation
5 when the recommendation has been received will not prevent the documentation
6 from being forwarded to the next level.

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

9 1. Evaluation

10 a) All librarians shall be evaluated at the end of each academic year
11 by the Librarian Evaluation Committee, the division head and the
12 Dean of Library Services in at least three of the following
13 categories, including category (1) below:

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

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

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

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

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

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

8 In the Law Library, the Associate Dean of the Law Library shall
9 review the report of the Law Librarian Evaluation Committee and
10 submit a separate report, plus the report of the Law Librarian
11 Evaluation Committee, to the Dean of the School of Law. A copy
12 of this report shall be sent to the individual under consideration at
13 least five (5) working days prior to its submission to the Dean of
14 the School of Law.

15
16 d) The Dean of Library Services shall prepare a written evaluation
17 and recommendation for each librarian. Each individual shall
18 receive a copy of the Dean's evaluation and recommendation and
19 shall sign a statement indicating that the individual has read, but
20 not necessarily agreed with the evaluation. A librarian who wishes
21 to challenge the written evaluation may add to the file any
22 statement, evidence, or other documentation the librarian believes
23 would present a more valid perspective. The recommendation of
24 the Librarian Evaluation Committee, the annual evaluation of the
25 division head and the annual evaluation of the Dean, whether or
26 not the individual adds anything, shall become part of the file of
27 information concerning the individual librarian. The division head
28 shall meet with each librarian to discuss the individual's activities
29 report, the librarian evaluation committee's recommendation, and
30 the annual evaluation done by the division head and the annual
31 evaluation done by the Dean of Library Services.

32 2. Reappointment

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

35 180 days prior to the anniversary date for the second year contract;
36 270 days prior to the anniversary date for the third year contract.

37 b) The Librarian Evaluation Committee shall make its
38 recommendation for reappointment to the Division Head; the Law
39 Librarian Evaluation Committee shall make its recommendation
40 for reappointment to the Associate Dean of the Law Library.

- 1 c) The Chairperson of the Librarian or Law Librarian Evaluation
2 Committee shall meet with the individual under consideration and
3 discuss the committee's report at least five (5) working days prior
4 to its submission to the Division Head or Associate Dean of the
5 Law Library.
- 6 d) Except in the Law Library, the Division Head shall make a
7 recommendation for reappointment to the Dean of Library
8 Services. A copy of this recommendation shall be made available
9 to the individual under consideration at least five (5) working days
10 prior to its submission to the Dean of Library Services.
- 11 In the Law Library, the Associate Dean of the Law Library shall
12 make a recommendation for reappointment to the Dean of the
13 School of Law. A copy of this recommendation shall be made
14 available to the individual under consideration at least five (5)
15 working days prior to its submission to the Dean of School of Law.
- 16
- 17 e) The Dean of Library Services or the Dean of the School of Law
18 shall make a recommendation for reappointment to Provost. A
19 copy of this recommendation shall be made available to the
20 individual under consideration at least five (5) working days prior
21 to its submission to the Provost.
- 22 f) The Provost shall review the recommendation of the Dean of
23 Library Services or the Dean of the School of Law and all other
24 forwarded documents and submit a separate recommendation to
25 the Chancellor together with the recommendation of the Dean of
26 Library Services or the Dean of the School of Law and all other
27 forwarded documents. With respect to a third year contract
28 renewal, when the recommendation of the Librarian or Law
29 Librarian Evaluation Committee, the Division Head or Associate
30 Dean of the Law Library and the Dean of Library Services or Dean
31 of the School of Law are in agreement, the Provost shall not
32 ordinarily recommend the contrary. A copy of this recommendation
33 shall be made available to the individual under consideration at
34 least five (5) working days prior to its submission to the
35 Chancellor.
- 36 g) The Chancellor shall review the recommendation of the Provost,
37 and all other forwarded documents and make a decision to
38 reappoint or not to reappoint the individual.
- 39 h) After three (3) years of service as a librarian an individual can only
40 be removed from service through just cause. If the individual is
41 removed from service through just cause the individual shall have
42 the right to a conference with the Provost and/or the Chancellor or

1 designee, and shall have the right to a hearing before the President
2 or designee, at which time the individual may have counsel of
3 choice and the right to present witnesses.

4 3. Promotion

- 5 a) For the purpose of promotion, librarians shall be evaluated by the
6 Librarian Evaluation Committee and the Division Head or by the
7 Law Librarian Evaluation Committee and the Associate Dean of
8 the Law Library.
- 9 b) The Librarian or Law Librarian Evaluation Committee will
10 forward its recommendation to promote or not to promote an
11 individual to the Division Head or Associate Dean of the Law
12 Library on or before January 15. A copy of this recommendation
13 with substantiation shall be sent to the individual at least five (5)
14 working days prior to submission to the Division Head or
15 Associate Dean of the Law Library.
- 16 c) The Division Head, except in the Law Library, shall make a
17 recommendation to promote or not to promote an individual to the
18 Dean of Library Services on or before February 15. A copy of this
19 recommendation with substantiation shall be sent to the individual
20 at least five (5) working days prior to its submission to the Dean of
21 Library Services.
- 22 In the Law Library, the Associate Dean of the Law Library shall
23 make a recommendation to promote or not to promote an
24 individual to the Dean of the School of Law on or before February
25 15. A copy of this recommendation with substantiation shall be
26 sent to the individual at least five (5) working days prior to its
27 submission to the Dean of the School of Law.
- 28 d) The Dean of Library Services or the Dean of the School of Law
29 shall make a recommendation to promote or not to promote an
30 individual to the Provost, on or before March 15. A copy of this
31 recommendation with substantiation shall be made available to the
32 individual at least five (5) working days prior to its submission to
33 the Provost.
- 34 e) The Provost shall make a recommendation to promote or not to
35 promote an individual to the Chancellor on or before April 15. A
36 copy of this recommendation with substantiation shall be sent to
37 the individual at least five (5) working days prior to its submission
38 to the Chancellor.
- 39

- 1 f) The Chancellor shall make a decision on promotion for each
2 individual by May 15.
- 3 g) While length of service alone is not cause for promotion, the
4 following shall be considered the normal period of time to be spent
5 in rank:
- 6 (1) Library Assistant – five (5) years
- 7 (2) Assistant Librarian – six (6) to seven (7) years
- 8 (3) Associate Librarian – six (6) or more years.
- 9 4. Ratings for Personnel Recommendations
- 10 The following ratings are to be used in evaluating librarians for all
11 personnel recommendations:
- 12 a) Highly Recommended
- 13 (1) Excellent Professional Effectiveness and at least Very Good
14 performance in one (1) other category, or
- 15 (2) Very Good Professional Effectiveness and Excellent
16 performance in one (1) other category, or
- 17 (3) Very Good Professional Effectiveness and Very Good
18 performance in two (2) other categories.
- 19 b) Recommended
- 20 (1) Excellent Professional Effectiveness and Satisfactory
21 performance in one (1) other category, or
- 22 (2) Very Good Professional Effectiveness and Very Good
23 performance in one (1) other category, or
- 24 (3) Satisfactory Professional Effectiveness and Very Good
25 performance in two (2) other categories.
- 26 c) Not Recommended. Failure to meet the standards under the
27 “Recommended” rating.

28 **C. PERSONNEL RECOMMENDATIONS - Library Assistants**

29 **PREAMBLE**

30 The official personnel file concerning recommendations for promotion, annual
31 evaluations, reappointment, leaves of absence, and other pertinent personnel

actions shall be maintained by the Dean of Library Services except for employees of the law library where they shall be maintained by the Associate Dean of the Law Library.

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 or, for Library Assistants employed in the Law Library, to the Associate Dean of the Law Library.

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.

The Associate Dean of the Law Library shall make a recommendation for reappointment or non-reappointment to the Dean of the School of Law. 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 School of Law.

- 1 c) The Dean of Library Services or the Dean of the School of Law
2 shall make a recommendation to reappoint or not to reappoint an
3 individual to the Provost. This recommendation with substantiation
4 shall be in writing and be sent to the individual at least five (5)
5 working days prior to its submission to the Vice Chancellor.
- 6 d) The Provost shall review the recommendations of the Dean of
7 Library Services or the Dean of the School of Law and all other
8 forwarded documents and submit a separate recommendation with
9 substantiation to the Chancellor together with all other forwarded
10 documents.
- 11 e) The Chancellor shall review the recommendations of the Provost
12 and all other forwarded documents and make a decision to
13 reappoint or not to reappoint. This decision shall be final.
14 However, the Board of Trustees at its own initiative can review and
15 take further action or no action.
- 16 f) Upon completion of the terminal degree a library assistant shall be
17 promoted to one of the librarian ranks.
- 18 g) After three years of service as a library assistant an individual can
19 only be removed from service through just cause. If the individual
20 is removed from service through just cause the individual shall
21 have the right to a conference with the Provost and/or the
22 Chancellor or designee and shall have the right to a hearing before
23 the President or designee at which time the individual may have
24 counsel of choice and the right to present witnesses.

25 **D. LIBRARY DIVISION HEADS**

26 The Library Divisions having Heads are the Information Services Division, the
27 Access Services Division, the Archives Division, the Technical Services Division,
28 and the Library Systems and Digital Services Division.

29 **E. GRIEVANCE**

30 Librarians or library assistants, as members of the bargaining unit, shall have all
31 the benefits of the grievance procedure as outlined in this Agreement.

32 **F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE**

- 33 1. Scheduling of professional improvement/annual leave shall be subject to
34 the approval of the Dean of Library Services for non-Law Library
35 employees or of the Associate Dean of the Law Library for Law Library
36 employees. Librarians and library assistants shall be entitled to
37 professional improvement/annual leave according to the following
38 schedule:

- 1 a) For employees hired on or before June 25, 1983:
- 2 (1) For service two years and under - 20 days/year
- 3 (2) For service after two years and under five years - 22
- 4 days/year
- 5 (3) For service after five years and under ten years - 24
- 6 days/year
- 7 (4) For service after ten years and under fifteen years - 26
- 8 days/year
- 9 (5) For service after fifteen years - 28 days/year
- 10 Accruals shall be earned monthly but recorded quarterly.
- 11 b) For employees hired after June 25, 1983:
- 12 (1) For service eight (8) years and under – 20 days/year
- 13 (2) For service after eight years and under sixteen years – 21
- 14 days/year
- 15 (3) For service after sixteen years and under twenty-five years
- 16 - 23 days/year
- 17 (4) For service after twenty-five years - 28 days/year
- 18 2. Accruals shall be earned monthly but recorded quarterly. Accruals shall be
- 19 cumulative for a period of up to sixty four (64) days and shall be payable
- 20 to librarians and library assistants or their survivor(s) upon termination of
- 21 employment.
- 22 3. Once every year, on or before July 1, all librarians and library assistants
- 23 shall be notified of their accrued annual leave.

24 **G. PERSONAL LEAVE**

25 On each January 1, librarians and library assistants will be credited with nine (9)

26 (seven (7) for librarians hired after July 1, 1998) paid personal leave days which

27 may be taken during the following twelve (12) months at a time or times

28 requested by the individual and approved by the supervisor.

29

1 **H. SCHEDULING OF DUTY HOURS**

2 1. Carney Library Employee

3 a) When scheduling duty hours, the requests and justifications for
4 special consideration of librarians and library assistants shall be
5 taken into account by the Division Head and submitted to the Dean
6 of Library Services for approval.

7 b) Those librarians who work nights and weekends shall be granted
8 compensatory time or salary equivalent to 1.50 times the number
9 of hours worked.

10 c) The workload for librarians shall be a maximum of 37.5 hours per
11 week. Unless individual contracts specify otherwise, librarians
12 shall not be required to work more than four (4) weekends and
13 sixteen (16) week nights per year.

14 2. Law Library Employee

15 a) When scheduling duty hours the requests and justifications for
16 special consideration of librarians and library assistants shall be
17 taken into account by the Associate Dean of the Law Library.

18 b) Unless the employee was expressly hired for the purpose of
19 working nights or weekends, a librarian who work nights or
20 weekends shall be granted compensatory time or salary equivalent
21 to 1.50 times the number of hours worked.

22 c) The workload for law librarians shall be a maximum of 37.5 hours
23 per week. Unless individual contracts specify otherwise, librarians
24 shall not be required to work more than four (4) weekends and
25 sixteen (16) week nights per year.

26 3. The workload for librarians shall be a maximum of 37.5 hours per week.
27 Unless individual contracts specify otherwise, librarians shall not be
28 required to work more than four (4) weekends and sixteen (16) weeknights
29 per year.

30 **I. SICK LEAVE**

31 All librarians and library assistants shall be granted fifteen (15) days sick leave
32 per year. Accruals shall be earned monthly. There shall be no limit on
33 accumulation. Up to ten (10) days sick leave may be used for illness of a family
34 member. Librarians and Library Assistants shall be notified during the month of
35 July of their accumulated sick leave.

36

1 **J. ASSOCIATE DEAN OF THE LAW LIBRARY**

- 2 1. The Associate Dean of the Law Library shall be the administrative head of
3 the Law Library and shall report to the Dean of the School of Law.
- 4 2. The Associate Dean of the Law Library shall qualify as a Law Librarian.
5 Except in extraordinary circumstances, the Associate Dean of the Law
6 Library shall also hold a tenured or tenure-track faculty appointment at the
7 School of Law in addition to the appointment as Associate Dean of the
8 Law Library.
- 9 3. Should a vacancy exist in the Associate Dean of the Law Library, a Search
10 and Screen Committee shall be composed of three tenure-track faculty
11 members from the School of Law designated by the Dean of the School of
12 Law, one of whom shall be the chair of the Search and Screen Committee,
13 and two librarians designated by the Dean of Library Services, at least one
14 of whom is employed in the Law Library. The Search and Screen
15 Committee shall solicit candidates by using standards and procedures to
16 promote the goal of achieving quality and diversity on and equal
17 opportunity for the faculty. The Search and Screen Committee shall screen
18 the available candidates and produce a list of at least three finalists for the
19 Associate Deanship for review by the Law Faculty and the Dean of the
20 School of Law. The Committee shall ensure that all law faculty have an
21 adequate opportunity to meet the finalist candidates during the screening
22 process and provide feedback to the Committee. Consistent with current
23 University process, the Committee shall forward at least three finalists to
24 the Dean providing the committees assessment of strengths and
25 weaknesses. The Dean will make his/her final recommendation to the
26 Provost.

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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.

- 1 c) Terminal Qualifications for a Professional Technician II and
2 Professional Technician I shall be a Master's degree or its
3 equivalent.

4 Exceptions to Requirements

5 Professional Technicians may be appointed initially at any rank in
6 keeping with the requirements of this Article, but nothing in these
7 requirements should prevent the initial appointment or the
8 promotion of an individual of exceptional talent or
9 accomplishment who does not meet all the stated criteria

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

14 **B. INITIAL APPOINTMENTS**

- 15 1. Initial appointments for a Professional Technician to a position covered by
16 the bargaining unit may be at any rank, subject to the minimum salaries set
17 forth in Article XI.
- 18 2. Recommendation for hiring of new Professional Technicians shall be
19 made by the Department Chairperson of the appropriate department, with
20 the advice of tenured department faculty, and upon consultation with non-
21 tenured faculty.
- 22 3. Each appointment to a Professional Technician position shall be made by
23 the Chancellor. The descriptive job title, precise terms and conditions of
24 each appointment shall be set forth in writing and sent to the appointee
25 before the effective date of appointment. Included shall be a statement
26 detailing the specific requirements of the position and in what dimensions
27 performance will be evaluated and the procedures of evaluation. This
28 statement will be prepared by the Department Chairperson in concert with
29 the Department Committee on Faculty Evaluation and approved by the
30 College Dean, the Provost and the Chancellor. The precise terms of the
31 individual's employment shall be made available to all persons and groups
32 under this Agreement who shall be involved in the evaluation of said
33 individual for the purpose of renewal, non-renewal, promotion and salary
34 increases. The conditions of a contract of employment covered by the
35 bargaining unit shall not be contrary to any provisions of this Agreement.
36 A copy of the current Trustees/Faculty Federation Agreement shall be sent
37 to the appointee together with the offer of appointment. A copy of the
38 precise terms of each appointment shall be sent to the Faculty Federation.

1 **C. JOINT APPOINTMENTS**

- 2 1. A Professional Technician may be appointed by the Chancellor to more
3 than one department, whether or not the different departments are in
4 different colleges. Where an individual is already a member of one
5 department, the joint appointment to any additional department(s) shall
6 require the approval of the Department Chairperson and a majority of the
7 tenured faculty in the added department. Such appointments shall be at the
8 same rank and status as the individual holds in the original department.
9 For nonacademic departments, approval shall be required of the
10 supervisor(s) to whom they are assigned.
- 11 2. Where an individual new to the bargaining unit is to have a joint
12 appointment, the appointment shall require the approval of the Department
13 Chairperson and a majority of tenured faculty of both departments or, in
14 the case of non-academic departments, the approval of both of the
15 supervisors to whom the individual is assigned.
- 16 3. When a joint appointment is made, only one department shall be identified
17 as the individual's principal department. Where the joint appointment
18 specifies that the individual will work a majority of hours in a given
19 department, that department shall be the principal department. Where the
20 individual's work load is divided equally between two or more
21 departments, the joint appointment shall take effect only when the
22 individual has identified in writing the principal department with which
23 they will be affiliated.
- 24 4. The principal department is the department in which the individual is
25 considered for all personnel actions, including annual evaluations, contract
26 renewal, and promotion. For academic departmental appointments it is
27 also the department in which the individual shall vote on Department
28 Chairperson and it identifies the College Academic Council on which the
29 individual shall be represented.

30 **D. PERSONNEL RECOMMENDATIONS**

31 PREAMBLE

32 The official personnel file concerning recommendations for reappointment,
33 promotion, leaves of absence, and other pertinent personnel actions shall be
34 maintained by the Personnel Office.

35 A Professional Technician, following receipt of any personnel recommendations,
36 shall have the right to submit additional materials within seven (7) days from the
37 receipt of the recommendation. The individual, whether submitting additional
38 materials or not, shall sign a statement indicating receipt of a copy of this
39 recommendation and awareness of the opportunity to submit additional materials
40 within this seven (7) day period. Failure of the individual to sign a statement of

1 receipt when the document has been received will not prevent the documentation
2 from being forwarded to the next level.

3 Since the only criteria for appointment and continued service at the University for
4 Professional Technicians are those within their area(s) of competency,
5 Professional Technicians who aspire to advancement within the ranks of their
6 classifications are encouraged to participate in professional activities and studies
7 which will increase their competencies.

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

10 1. Evaluation

11 a) Professional Technicians shall be evaluated at the end of each
12 academic year by the Chairperson of the Department or the
13 supervisor to whom they are assigned. This evaluation shall be in
14 writing and shall include the views of all faculty members or
15 supervisors with whom the Professional Technician works.

16 b) All Professional Technicians shall be evaluated in Professional
17 Effectiveness and at least one other category. All Professional
18 Technicians shall be evaluated at the end of each academic year
19 according to the following criteria:

20 (1) Professional Effectiveness, including but not limited to the
21 development, improvement and demonstration of
22 professional competence in their assigned field; active
23 participation in professional evaluation of departmental
24 services for the purpose of maintaining their quality,
25 relevance and viability; and continuous discharging of
26 departmental responsibilities. Notwithstanding
27 achievements made in other areas of evaluation,
28 professional effectiveness shall be considered the most
29 important criterion for technician achievement.

30 (2) Professional Improvement, including courses of study.

31 (3) Professional Service

32 (4) University Service.

33 (5) Public Service associated with one's area of professional
34 competence.

35 c) A copy of this evaluation shall be made available to the individual
36 under consideration at least five (5) working days prior to its
37 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.

1 3. Promotion

2 a) The Department Chairperson or the supervisor to whom they are
3 assigned shall make a recommendation for promotion or non-
4 promotion to the Dean of the College or the Division Head to
5 whom they are assigned. This recommendation with substantiation
6 shall be in writing and shall be sent to the individual at least five
7 (5) working days prior to its submission to the Dean of the College
8 or the Division Head.

9 b) The Dean of the College or the Division Head shall make a
10 recommendation for promotion or non-promotion of an individual
11 to the Provost. This recommendation with substantiation shall be in
12 writing and shall be sent to the individual in writing at least five
13 (5) working days prior to its submission to the Provost.

14 c) The Provost shall review the recommendation on promotion or
15 non-promotion together with substantiation and shall send a
16 recommendation to the Chancellor together with all other
17 forwarded documents.

18 d) The Chancellor shall review the recommendations of the Provost
19 and all other forwarded documents and make a decision to promote
20 or not to promote. This decision shall be final. However, the Board
21 of Trustees at its own initiative can review and take further action
22 or no action.

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

26 (1) Professional Technician IV – five (5) years

27 (2) Professional Technician III – six (6) to seven (7) years

28 (3) Professional Technician II – six (6) or more years.

29 Professional Technicians who complete advanced degree
30 requirements that meet terminal requirements for a higher
31 Professional Technician rank shall be given strong consideration
32 among all evaluative measures for advancement to their next rank
33 regardless of time spent in rank.

34 f) The timetable for recommendations on promotion or non-
35 promotion shall be as follows:

36 (1) Department Chairperson recommends to the Dean of the
37 College by February 15.

- 1 (2) Dean of the College recommends to the Provost by March
2 15.
- 3 (3) Provost recommends to the Chancellor by April 15.
- 4 (4) The Chancellor shall make a decision on promotion or non-
5 promotion for each individual by May 15.

6 4. Ratings for Personnel Recommendations

7 The following ratings are to be used in evaluating professional technicians
8 for all personnel recommendations:

9 a) Highly Recommended

- 10 (1) Excellent Professional Effectiveness and at least Very Good
11 performance in one (1) other category, or
- 12 (2) Very Good Professional Effectiveness and Excellent
13 performance in one (1) other category, or
- 14 (3) Very Good Professional Effectiveness and Very Good
15 performance in two (2) other categories.

16 b) Recommended

- 17 (1) Excellent Professional Effectiveness and Satisfactory
18 performance in one (1) other category, or
- 19 (2) Very Good Professional Effectiveness and Very Good
20 performance in one (1) other category, or
- 21 (3) Satisfactory Professional Effectiveness and Very Good
22 performance in two (2) other categories.

23 c) Not Recommended. Failure to meet the standards under the
24 "Recommended" rating.

25 **E. GRIEVANCE**

26 The Professional Technicians, as members of the bargaining unit, shall have all
27 the benefits of the grievance procedure as outlined in this Agreement.

28 **F. PROFESSIONAL IMPROVEMENT/ANNUAL LEAVE**

- 29 1. Scheduling of professional improvement/annual leave shall be subject to
30 the approval of the Divisional Head. Professional Technicians shall be
31 entitled to Professional Improvement/Annual Leave according to the
32 following schedule:

- 1 a) For employees hired on or before June 25, 1983:
- 2 (1) For service two (2) years and under - 20 days/year
- 3 (2) For service after two (2) years and under five (5) years - 22
- 4 days/year
- 5 (3) For service after five (5) years and under ten (10) years - 24
- 6 days/year
- 7 (4) For service after ten (10) years and under fifteen (15) years -
- 8 28 days/year
- 9 b) For employees hired after June 25, 1983:
- 10 (1) For service eight (8) years and under - 20 days/year
- 11 (2) For service after eight (8) years and under sixteen (16)
- 12 years - 21 days/year
- 13 (3) For service after sixteen (16) years and under twenty-five
- 14 (25) years - 23 days/year
- 15 (4) For service after twenty-five (25) years - 28 days/year
- 16 2. Accruals shall be earned monthly but recorded quarterly Accruals shall be
- 17 cumulative up to sixty-four days and shall be payable to Professional
- 18 Technicians or their survivor(s) upon termination of employment.
- 19 3. Once every year, on or before July 1, all Professional Technicians shall be
- 20 notified of their accrued annual leave.

21 **G. PERSONAL LEAVE**

22 On each January 1, Professional Technicians will be credited annually with nine

23 (9) (seven (7) for Professional Technicians hired after July 1, 1998) paid personal

24 leave days which may be taken during the following twelve (12) months at a time

25 or times requested by the individual and approved by the supervisor.

26 **H. SICK LEAVE**

27 All Professional Technicians shall be entitled to fifteen (15) days sick leave per

28 year. Accruals shall be earned monthly. There shall be no limit on accumulation.

29 Up to ten (10) days sick leave may be used for illness of a family member.

30 Professional Technicians shall be notified during the month of July of the amount

31 of their accumulated sick leave.

1 **I. PROFESSIONAL LEAVE**

2 After seven (7) years of service to the University, a professional technician is
3 eligible for paid professional improvement leave which addresses needs of the
4 department, college, and University. This leave shall be recommended on the
5 approval of the proposal submitted to the Professional Leave Committee.

6 The Professional Leave Committee shall be composed of three (3) individuals
7 elected for a three-year term by the professional technicians and three (3)
8 members appointed by the Chancellor.

9 The Professional Leave Committee shall recommend to the Chancellor those
10 individuals it deems worthy of professional leave. The Chancellor will confer
11 with the appropriate administrator regarding feasibility of releasing the individual
12 for the leave.

13 **J. DEPARTMENTAL MEETINGS**

14 Professional Technicians shall have the right to participate in meetings of their
15 departments and shall have the right to vote in all decisions of the department.
16 Professional Technicians shall not vote on faculty personnel recommendations.

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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) 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) 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. Effective July 1, 2017, 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.

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 lecturers shall be evaluated in teaching effectiveness. Benefited part-time lecturers 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.

- 1 The recommendation to reappoint or not reappoint the PTL will be
2 made by the department chair based on the evidence above.
- 3 2. a) Lecturers who teach fewer than ten (10) units (or thirteen (13) for
4 CVPA studio-only faculty) in a semester shall be considered Part-
5 Time Lecturers for that semester.
- 6 b) Responsibilities, benefits and/or other provisions of this Agreement
7 applying to Part-Time Lecturers shall be those described by
8 individual contracts and this Article.
- 9 3. Once an individual achieves eligibility for inclusion in this bargaining
10 unit, this eligibility shall be in effect for all subsequent contracts issued as
11 a Lecturer. In all cases where a department makes such a request and the
12 Dean agrees, contracts will be offered on a two-semester (Fall/Spring of
13 an academic year) or multi-year basis.

14 **B. FULL-TIME LECTURERS – TERMS AND CONDITIONS**

15 1. General Criteria

16 The appointment and promotion of Full-time Lecturers at the University of
17 Massachusetts Dartmouth are based upon the experience and academic
18 background of the candidate, as well as the instructional needs in the
19 position. Faculty members in the Lecturer ranks are primarily responsible
20 for credit-bearing, course-based instruction. Additional duties may be
21 assigned, including academic advising and working with tenure-track
22 faculty in course and curriculum development.

23 In addition, the following stipulations apply:

- 24 a) The position requires an appropriate Masters degree. The Provost must
25 approve exceptions to this Masters degree requirement.
- 26 b) The position is not a tenure-track position, and the holder is not
27 eligible for consideration for the award of tenure.
28

29 2. Lecturer Ranks

- 30
- 31 • Lecturer
32 This is an entry-level rank, which requires completion of the Masters
33 degree in a disciplinary area related to position responsibilities.
34
 - 35 • Senior Lecturer I
36 Initial appointment to this rank is discouraged. Promotion to Senior
37 Lecturer I from the rank of Full-Time Lecturer requires at least ten
38 (10) years at that level or its equivalent and evidence of demonstrated
39 exceptional teaching ability and extraordinary value to the university.

1
2 • Senior Lecturer II

3 Initial appointment to this rank is discouraged. Promotion to Senior
4 Lecturer II from the rank of Senior Lecturer I requires at least six (6)
5 years at that level or its equivalent and evidence of continued
6 demonstrated exceptional teaching ability and extraordinary value to
7 the university since promotion to Senior Lecturer I.
8

9 The initial appointment letter issued by the Dean will include a description
10 of duties and responsibilities, including teaching load, which may vary
11 depending on service or other responsibilities related to the position.
12

13 3. Annual Evaluation and Salary Determination

14 Full-time lecturers in these ranks will be evaluated annually and are
15 eligible for raises on the basis of their performance in teaching, service
16 and professional development, as appropriate to their specific work
17 assignments.
18

19 4. Renewal of Appointment

20 Full-time lecturer appointments are renewable, in the sole discretion of the
21 University, depending on satisfactory performance and unit and University
22 need. Renewals of appointments at the ranks of Senior Lecturer I and
23 Senior Lecturer II may be for a period of up to five years.
24

25 Any renewal shall also specify the Full-Time, Senior I, or Senior II
26 Lecturer's duties and responsibilities. Changes in the Lecturer's duties and
27 responsibilities may be negotiated between the Lecturer and the
28 Department, subject to the approval of the Dean.
29

30 No non-tenure-track faculty appointment, reappointment or promotion
31 carries a guarantee of future reappointments or promotions. All
32 appointments and reappointments are contingent upon maintaining the
33 appropriate visa status and work authorization.
34

35 5. Criteria for Reappointment and Promotion

36 Reappointments and promotions shall be based on the lecturer's
37 performance measured against the standards established pursuant to
38 Article VII(A), as appropriate to their specific work assignments, as well
39 as institutional needs including academic, enrollment, and teaching
40 priorities and requirements of the academic unit.
41
42

- 1 6. Promotion Eligibility
- 2 Individuals with ten (10) years of continuous full-time equivalent service
- 3 at the Full-Time Lecturer level will be eligible for consideration for
- 4 promotion to the rank of Senior Lecturer I. Such promotions shall be
- 5 effective at the beginning of the academic year following that in which the
- 6 individual was reviewed for promotion.
- 7
- 8 Individuals with six (6) years of continuous full-time equivalent service at
- 9 the Senior Lecturer I level will be eligible for consideration for promotion
- 10 to the rank of Senior Lecturer II. Such promotions shall be effective at the
- 11 beginning of the academic year following that in which the individual was
- 12 reviewed for promotion.
- 13 7. Promotion Review Process
- 14 The review process for promotion to Senior Lecturer I or Senior Lecturer
- 15 II shall be similar to the process used to evaluate tenure-track faculty
- 16 promotions.
- 17
- 18 Candidates eligible for promotion will develop a Promotion dossier that
- 19 includes an updated CV, annual review documentation, annual FARs,
- 20 representative course materials, a summary of teaching assignments and
- 21 student teaching evaluations, evidence of student success, reports from
- 22 annual teaching observations by peers, external peer evaluation, other
- 23 evidence of professional development, and a personal statement.
- 24
- 25 Denial of promotion does not preclude reappointment at the current rank,
- 26 nor does it preclude reconsideration for promotion at a later date.
- 27
- 28 8. Promotion Increment
- 29 Individuals promoted from Lecturer to Senior Lecturer I during an
- 30 academic year shall receive a promotion increase of \$3,000, in addition to
- 31 any contractual salary increments, effective September 1st of the following
- 32 year.
- 33
- 34 9. Notice of Non-Reappointment
- 35 Non-reappointment of a faculty member in the Lecturer ranks may be
- 36 based on several factors in the sole discretion of the University, including
- 37 but not limited to insufficient funding or lack of need; unsatisfactory
- 38 performance; or for cause. The University will make reasonable efforts to
- 39 provide faculty members with written notice of the University's intent not
- 40 to renew within the following guidelines: three months' notice for one-
- 41 year and two-year appointments, and six months' notice for appointments
- 42 of three years or more.

1
2 10. Dismissal

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

10 **C. SALARY SCHEDULE AND BENEFITS FOR PART-TIME LECTURERS**

11 1. Benefits – the Administration agrees to provide full GIC benefits, effective
12 September 1, 2005, for all eligible Part-Time Lecturers (PTLs).

13 a) Attaining eligibility: PTLs who have taught 48 or more units (60 or
14 more units for CVPA studio-only faculty) over the time period
15 encompassing eight (8) of the past nine (9) semesters or greater
16 will be eligible for benefits. University Extension courses taught
17 during the Fall and Spring semesters shall count towards eligibility.

18 b) Initial status for eligibility: Once eligibility has been attained,
19 PTLs with halftime or greater status will be benefited. Half-time
20 status is defined as teaching 6 or more units per semester (7.5 units
21 for CVPA studio-only faculty) plus additional service duties
22 assigned by the Department Chair, in consultation with the College
23 Dean.

24 c) Maintaining status: Once eligibility has been attained, PTLs must
25 teach a minimum of 12 units per academic year (or fifteen (15) for
26 CVPA studio-only faculty), excluding January courses, to maintain
27 eligibility. OCE courses taught during the Fall and Spring semester
28 will count toward the eligibility requirement.

29 d) Service: All benefited PTLs will perform additional service duties
30 assigned by the Department Chair, in consultation with the College
31 Dean. These additional duties may be department-based, college-
32 based, or university-based. All benefited PTLs will receive an
33 annual stipend of \$500 as compensation for performing service.

34 e) GIC contract: Benefits will be in effect for the period September 1
35 through August 31, and salary for benefited PTLs will be paid over
36 the same 12-month period. If allowed by the GIC contract, PTLs
37 who become eligible shall receive benefits at the start of the Spring
38 semester.

- 1 2. Each part-time lecturer shall receive a minimum salary per unit as follows:
- 2 With effect the semester commencing on or after June 30, 2017, beginning
- 3 with the third consecutive semester of service at UMass Dartmouth:
- 4 \$1,347; for semesters 4 of 5 through and including semesters 9 of 10:
- 5 \$1,531; and for semesters 10 out of 11 or greater: \$1,746.
- 6 With effect the semester commencing on or after June 30, 2018, beginning
- 7 with the third consecutive semester of service at UMass Dartmouth:
- 8 \$1,374; for semesters 4 of 5 through and including semesters 9 of 10:
- 9 \$1,562; and for semesters 10 out of 11 or greater: \$1,781.
- 10 With effect the semester commencing on or after June 30, 2019, beginning
- 11 with the third consecutive semester of service at UMass Dartmouth:
- 12 \$1,401; for semesters 4 of 5 through and including semesters 9 of 10:
- 13 \$1,593; and for semesters 10 out of 11 or greater: \$1,817.

14 **D. HIRING OR RENEWAL OF CONTRACT**

- 15 1. All Lecturers shall be notified of their hiring or contract renewal at least
- 16 fourteen (14) days in advance of the beginning of the semester.
- 17 2. Lecturers in a department shall be offered contracts on the basis of
- 18 seniority (greatest total number of semesters) providing that they meet the
- 19 needs of the department and for a minimum of six (6) units per semester,
- 20 provided that there are vacancies for six (6) units in the department.
- 21 3. Lecturers in the bargaining unit, providing that they meet the needs of the
- 22 department, shall have preference in hiring within the University for
- 23 courses offered to lecturers.

24 **E. BENEFITS**

25 The members of the bargaining unit shall continue to be covered by all the fringe

26 benefits provided by law.

27 Part-Time Lecturers shall be eligible for benefits as provided in Article XI.D.1.

28 (Life Insurance), D.2. (Group Insurance), D.3. (Workmen's Compensation), D.6.

29 (Annuities), D.7.b. (Funeral Leave), D.7.c. (Family Leave), D.7.d. (Other

30 Leaves), D.8. (Sick Leave Bank), and D.10. (Health and Welfare) to the extent

31 permitted by Massachusetts law and/or the Massachusetts Group Insurance

32 Commission.

33 1. Tuition Remission

34 All Part-Time Lecturers shall be eligible for system-wide tuition remission

35 benefits to the extent such are provided pursuant to the Higher Education

1 Coordinating Council System Wide Tuition Remission Policy for Higher
2 Education Employees.

3 2. Sick Leave

4 All Part-Time Lecturers shall be entitled to one (1) day sick leave per
5 semester per three (3) units of teaching under contract. Accruals shall be
6 posted at the beginning of each semester/contract period. There shall be no
7 limit on accumulation.

8 3. Grievance

9 All Part-Time Lecturers shall have all the benefits of the grievance
10 procedure as outlined in this Agreement.

11 **F. WORKING CONDITIONS**

12 Part-Time Lecturers shall receive appropriate clerical and technical support in
13 carrying out their responsibilities while employed by the University. All PTLs
14 will be provided office or other space that supports the duties required by the
15 Chair.

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ARTICLE XVI
RESEARCH FACULTY, CLINICAL NURSING FACULTY, RESEARCH
ASSOCIATE, CLINICAL LAW FELLOW and TECHNICAL ASSOCIATE

A. RESEARCH FACULTY

1. Definition

Research faculty are full-time, non-tenure-eligible faculty members who are qualified to engage in, be responsible for, or oversee a significant area of research or scholarship. These are grant-funded positions, with a 12 month term of service and the opportunity for multiple year and consecutive appointments. Appointments to this track may be at the level of Research Assistant Professor, Research Associate Professor or Research Professor depending on qualifications and experience.

Research faculty may serve as principal or co-principal investigators on grants or contracts administered by the University. Research faculty may serve on departmental, college/school and university committees but may not participate in personnel decisions. Research faculty also may serve on graduate student supervisory committees but may not serve as sole chairs of graduate student committees.

Research faculty are eligible for the same benefits as Research Associates. They are not eligible for sabbatical leaves.

2. Terms of Appointment

The following guidelines apply to the appointment, evaluation, responsibilities and reappointment of research faculty.

a) Requirements

(1) Minimum requirements to be met for appointment of or promotion to Research Assistant Professor include a Ph.D. or terminal degree in a discipline germane to the research programs of UMass Dartmouth; and evidence of strong research abilities and potential for scholarship.

(2) Minimum requirements to be met for appointment or promotion to Research Associate Professor include: an exemplary level of accomplishment as measured against the contribution of others in his or her field; professional conduct conducive to a collegial work environment and standards of professional integrity that will advance the interests of UMass Dartmouth; an area of specialization compatible with University priorities; and evidence

1 indicating a commitment to maintaining the level of
2 competence in research expected of a faculty member.

3 (3) Minimum requirements to be met for appointment of or
4 promotion to Research Professor include: continuing
5 accomplishments and evidence of national and international
6 recognition in research; and evidence of valuable
7 professional service.

8 3. Limitations

9 a) Research faculty positions are non-tenure track, non-tenure
10 accruing, and no form of tenure, implied or otherwise, is associated
11 with these positions.

12 b) Research faculty appointments are grant-funded and generally for a
13 period of 12 months. No appointment (including reappointment,
14 with or without promotion) shall be for a term of more than three
15 years. The university may appoint a research faculty for
16 consecutive terms.

17 c) Like other faculty members at UMass Dartmouth, research faculty
18 shall be evaluated annually. The evaluation should focus on
19 performance in the category of Scholarship and Professional
20 Activities.

21 d) The official duties of a research faculty member shall consist of at
22 least 50 per cent research, scholarly, or artistic endeavors, but will
23 have no significant amount of recurring teaching assignments.

24 e) Research faculty are not eligible for sabbatical leave. Other
25 benefits and privileges (e.g. one year termination notice) may be
26 negotiated and should be clearly stated in the offer letter or the
27 reappointment letter.

28 f) A research faculty member is expected to be an integral part of the
29 academic unit and actively participate in departmental and
30 college/school scholarly activities within the guidelines of the
31 university.

32

33 4. Process of Appointment, Reappointment, and Promotion

34 a) A request for an appointment to a research faculty position
35 (including reappointment, with or without promotion) must be
36 initiated by an academic unit following procedures in place for all
37 faculty appointments, including those in colleges, schools,
38 departments, centers, and institutes. The package must include a
39 position authorization form showing that the appointment is not
40 tenure accruing, as well as the credentials of the candidate and a

letter of recommendation from the unit head(s) justifying the request for the title.

- b) The promotion procedures for the department and college/school must be followed if the case is for a promotion.

B. CLINICAL NURSING FACULTY

1. Definitions

Clinical nursing faculty are non-tenure eligible, fixed-term faculty members who are qualified by training, experience, or education to direct or participate in specialized university functions, including teaching, student internships, clinical training, or other practice components of degree programs, scholarship, and service. Responsibilities of clinical nursing faculty may encompass any area of professional practice and/or technical expertise. These are academic year appointments with the opportunity for multiple year and consecutive appointments. Appointments to this track may be at the level of Clinical Nursing Assistant Professor, Clinical Nursing Associate Professor, or Clinical Nursing Professor depending on qualifications and experience.

Clinical nursing faculty are expected to provide learning experiences and supervision for students in clinical/professional programs and in their specialized practice areas as well as service that meets the goals of their department/University. Clinical nursing faculty are also expected to sustain a high level of Clinical/Professional Excellence.

“Clinical/Professional Excellence” is defined as expertise that reflects currency in evidence-based and/or theory-based practice and is validated by the professional community, as determined by the college.

Clinical nursing faculty participate as voting members in college and department matters relating to the academic programs in which they are involved, excepting matters relating to reappointment, tenure, or promotion of tenured and tenure-track faculty.

Clinical nursing faculty may serve on college and department committees in accordance with college procedures, and on selected University committees, based on applicable committee membership policies.

Clinical nursing faculty are eligible for the same benefits as Full-Time Lecturers. They are not eligible for tenure or sabbatical leaves.

2. Terms of Appointment

- a) The following guidelines apply to the appointment, evaluation, responsibilities and reappointment of clinical nursing faculty.

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- b) Requirements
- Minimum qualifications for the ranks of Clinical Nursing Assistant Professor, Clinical Nursing Associate Professor, and Clinical Nursing Professor in the College of Nursing are:
- MS in Nursing for Clinical Nursing Assistant Professor and Clinical Nursing Associate Professor
 - Earned Doctoral degree for Clinical Nursing Professor
- c) Minimum requirements to be met for appointment of or promotion to Clinical Nursing Associate Professor include: an exemplary level of accomplishment as measured against the contribution of others in his or her field; professional conduct conducive to a collegial work environment and standards of professional integrity that will advance the interests of UMass Dartmouth; an area of specialization compatible with university priorities; and evidence indicating a commitment to maintaining the level of competence in teaching and scholarship expected of a faculty member.
- d) Minimum requirements to be met for appointment of or promotion to Clinical Nursing Professor include: continuing accomplishments and evidence of national and international recognition in scholarship; and evidence of valuable professional service.
3. Limitations
- a) Clinical nursing faculty positions are non-tenure track, non-tenure accruing, and no form of tenure, implied or otherwise, is associated with these positions.
- b) Clinical nursing faculty appointments are academic year appointments. No appointment (including reappointment, with or without promotion) shall be for a term of more than three years.
- c) Like other faculty members at UMass Dartmouth, clinical nursing faculty shall be evaluated annually. The clinical nursing faculty evaluation should focus on performance in the categories of Teaching Effectiveness and Advising, Scholarship and Professional Activities, and at least one of the service categories (University Service and Public Service).
- d) Clinical nursing faculty are not eligible for sabbatical leave.
- e) A clinical nursing faculty member is expected to be an integral part of the academic unit and to actively participate in departmental and college activities within the guidelines of the University.

- 1 f) Clinical nursing faculty must maintain or attain licensure and/or
2 certification, as appropriate.
- 3 g) Clinical nursing faculty will ordinarily be expected to assume the
4 equivalent of a twenty-four course unit teaching load primarily in their
5 area of clinical/professional expertise, a majority of which will be in
6 clinical/professional practice courses in clinical/professional programs.
7 Clinical nursing faculty will also have advising responsibilities as
8 determined by the college/department.
- 9 h) Teaching, scholarship, practice, and service expectations for clinical
10 nursing faculty should incorporate activities that use and build on their
11 Clinical/Professional Excellence. Scholarship should be closely related
12 to the clinical areas of expertise and responsibilities.
- 13
- 14 4. Process of Appointment, Reappointment, and Promotion
- 15 a) A request for an appointment to a clinical nursing faculty position
16 (including reappointment, with or without promotion) must be initiated
17 by an academic unit following procedures in place for all faculty
18 appointments, including those in colleges, schools, departments,
19 centers, and institutes. The package must include a position
20 authorization form showing that the appointment is not tenure
21 accruing, as well as the credentials of the candidate and a letter of
22 recommendation from the unit head(s) justifying the request for the
23 title.
- 24
- 25 b) The promotion procedures for the department and college must be
26 followed if the case is for a promotion.
- 27
- 28 c) Initial Appointments
- 29
- 30 (1) The search process for clinical nursing faculty shall follow
31 the University hiring procedures for full-time faculty
32 positions.
- 33 (2) Offers of appointment for clinical nursing faculty shall
34 follow the University and College procedures for full-time
35 faculty positions.
- 36 d) Annual Evaluation and Reappointment
- 37
- 38 (1) Clinical nursing faculty will have annual workload
39 agreements which are approved by the department
40 Chairperson and Dean.
- 41 (2) Each department with clinical nursing faculty will establish
42 performance criteria for clinical nursing faculty. The

- 1 criteria must be approved by the college Dean and the
2 Provost.
- 3 (3) Clinical nursing faculty will be evaluated annually for
4 reappointment and merit using approved department
5 clinical nursing faculty performance criteria. In addition,
6 clinical nursing faculty must include evidence of
7 Clinical/Professional Excellence in the area(s) in which
8 they are engaging in clinical/professional teaching and/or
9 supervision.
- 10 (4) The process and procedures for annual review, merit, and
11 reappointment shall follow/align with the department,
12 college and university procedures for all faculty.
- 13 a. The Department Faculty Evaluation Committee will
14 conduct annual reviews, and make
15 recommendations on reappointment, merit, and
16 promotion as appropriate. The evaluation process
17 will be based on established clinical nursing faculty
18 performance criteria.
- 19
20 b. The official file concerning recommendations for
21 reappointment, merit, and promotion shall be
22 maintained by the Provost's office.
- 23
24 (5) Evaluation procedures for merit shall be the same as the
25 evaluation procedures for tenured/tenure track. Clinical
26 nursing faculty in their first-year of appointment may be
27 considered for merit increases in accordance with full-time
28 faculty allowances.
- 29 (6) Recommendations for reappointment for clinical nursing
30 faculty in their first-year of appointment will be based on
31 satisfactory annual performance evaluation as outlined in
32 section 4a.
- 33 (7) Reappointment for clinical nursing faculty is contingent
34 upon:
- 35 a. Departmental need, which may be influenced by the
36 number of students in the program and area of
37 specialty, and by the strategic direction of the
38 College/department.
- 39 b. Satisfactory performance in Teaching Effectiveness
40 and Advising, Scholarship and Professional

- 1 Activities, and at least one of the service categories
2 (University Service and Public Service).
3
- 4 c. Evidence of on-going Clinical/Professional
5 Excellence as reflected in the faculty member's
6 teaching, scholarship, and/or service.
7
- 8 (8) Notice of non-renewal of appointment shall follow
9 university policy.
- 10 (9) Clinical nursing faculty may be appointed for one-year
11 contracts only.
- 12 (10) Upon request by the clinical nursing faculty member,
13 clinical nursing faculty at the rank of Clinical Nursing
14 Assistant Professor and higher may be considered for a
15 three-year contract as follows:
- 16 a. After three consecutive positive annual reviews by
17 both the appropriate department committee and
18 department chairperson, the clinical nursing faculty
19 member may be considered for a three-year
20 contract.
21
- 22 b. The clinical nursing faculty member must request
23 review for consideration of a three-year contract
24 according to established time table in order to
25 ensure adequate notification and time for all levels
26 of review [dates to be determined, may align with
27 tenure track review timelines].
28
- 29 c. The clinical nursing faculty member submits a
30 summative portfolio reflecting accomplishments in
31 Teaching Effectiveness and Advising, Scholarship
32 and Professional Activities, and at least one of the
33 service categories (University Service and Public
34 Service).
35
- 36 d. The Departmental Faculty Evaluation Committee
37 and the department chairperson may recommend
38 reappointment with a three-year contract. A three-
39 year contract requires a positive recommendation of
40 both the Departmental Faculty Evaluation
41 Committee and the Department Chairperson.

- 1 e. The Dean of the College also must support a
2 recommendation of a three-year contract prior to the
3 request being forwarded to the Provost.
- 4 f. Three-year contracts are granted upon approval of
5 the Provost.
- 6
- 7 g. To request review for subsequent three-year
8 contracts (after the initial three-year contract), the
9 clinical nursing faculty member must submit a
10 summative portfolio according to the established
11 timelines, following the format of materials to
12 submit for a comprehensive six-year review for
13 tenured faculty as set forth in federation contract. A
14 three-year contract requires a positive
15 recommendation of the Departmental Faculty
16 Evaluation Committee, the Department
17 Chairperson, and the Dean.
- 18
- 19 h. All reappointments of clinical nursing faculty,
20 including three-year contracts, are made by the
21 Provost.
- 22
- 23 (11) A clinical nursing faculty member's employment may be
24 terminated (as distinguished from non-renewal of the
25 appointment), as provided in his/her contract or
26 appointment letter.
- 27 e) Promotion
- 28
- 29 (1) Clinical nursing faculty at all ranks (except Clinical
30 Nursing Professor) are eligible for review for promotion.
- 31 (2) The minimum number of years in rank is six years full-time
32 University teaching for Associate Clinical Nursing
33 Professor and a minimum of ten years for Clinical Nursing
34 Professor. Review will normally occur no earlier than the
35 sixth-year in a clinical nursing faculty position.
- 36 (3) Evaluation procedures for promotion are the same as those
37 for tenure track except that the review is conducted by the
38 Departmental Faculty Evaluation Committee using clinical
39 nursing criteria, and no reference to tenure shall apply.
- 40 (4) The Departmental Faculty Evaluation Committee and the
41 Department Chairperson both make recommendations
42 regarding the promotion. If the department level

1 recommendation is favorable, the Dean makes a
2 recommendation regarding the promotion. If either or both
3 the Department's and the Dean's recommendation are
4 favorable, the portfolio is forwarded to the Provost. If the
5 Provost's recommendation is favorable, the Chancellor
6 makes the decision regarding the promotion upon the
7 recommendation of the Provost.

8 f) Ratings for Personnel Recommendations
9

10 The following ratings are to be used in evaluating clinical nursing
11 faculty for all personnel recommendations:
12

13 Ratings for Annual Evaluation
14

15 All Clinical nursing faculty will be evaluated in the categories of
16 Teaching Effectiveness and Advising, Scholarship and
17 Professional Activities, and at least one of the service categories
18 (University Service and Public Service).
19

20 The following ratings for the annual evaluation of clinical nursing
21 faculty are established:
22

23 • Highly Recommended
24

25 Excellent in either Teaching Effectiveness and Advising or
26 Scholarship and Professional Activities and a Very Good in
27 any other category and no Unsatisfactory ratings.
28

29 • Recommended
30

31 Excellent or Very Good in either Teaching Effectiveness and
32 Advising or Scholarship and Professional Activities and no
33 Unsatisfactory ratings.
34

35 • Not Recommended
36

37 Failure to meet the standards under the "Recommended"
38 rating.
39

40 Ratings for Promotion Recommendations
41

42 All clinical nursing faculty will be evaluated in the categories of
43 Teaching Effectiveness and Advising, Scholarship and
44 Professional Activities, and at least one of the service categories
45 (University Service and Public Service). The following ratings for

the evaluation of faculty are established for promotion recommendations:

- Recommended

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

- Not Recommended

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

g) Appeals

(1) Clinical nursing faculty with a three-year contract have the right to appeal department and/or college recommendations regarding promotion, or merit.

(2) Clinical nursing faculty on a one-year contract have the right to appeal a merit recommendation when this is accompanied by a recommendation for reappointment.

(3) Clinical nursing faculty will follow the same procedures for appeal as set forth in the Federation Contract, with the following exception: The Departmental Faculty Evaluation Committee decisions and clinical nursing evaluation criteria will serve as the basis for decisions on promotion and merit.

h) Grievance

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

C. RESEARCH ASSOCIATE

A Research Associate is 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;

- 1 • benefited and non-benefited employees; and
- 2 • temporary and permanent service employees.

3 This employee classification shall not include:

- 4 • recipients of honorific titles from the University of Massachusetts
5 Dartmouth, but who receive no compensation from the University of
6 Massachusetts Dartmouth; or
- 7 • full-time and part-time members of the faculty and students of the
8 University of Massachusetts Dartmouth.

9 Research Associates are eligible to supervise theses and dissertations with the
10 approval of the student's major department.

11 **D. CLINICAL LAW FELLOW**

12 A Clinical Law Fellow is any non-faculty employee of the University of
13 Massachusetts School of Law whose primary responsibilities are to work in a Law
14 clinic operated by the School of Law, specifically on direct representation, student
15 supervision, teaching and/or appellate and advocacy work. It is preferred, but not
16 required that all Clinical Law Fellows shall be admitted to the practice of law
17 before the relevant tribunal(s) before being hired.

18
19 This employee classification will include:

- 20
- 21 • Full-time and part-time employees;
- 22 • benefitted and non-benefitted employees; and
- 23 • temporary and permanent service employees.
- 24

25 This employee classification shall not include:

- 26
- 27 • Recipients of honorific titles from the University of Massachusetts
28 Dartmouth, but who receive no compensation from the University of
29 Massachusetts Dartmouth;
- 30 • full-time and part-time members of the faculty and students of the
31 University of Massachusetts Dartmouth;
- 32 • administrative support staff;
- 33 • or clerical support staff.

34 **E. TECHNICAL ASSOCIATE**

35 A Technical Associate is any non-technician employee of the University of
36 Massachusetts Dartmouth whose primary responsibility is to provide technical
37 support to employees engaged in the supervision or conduct of research activities
38 through the University of Massachusetts Dartmouth.

1 This employee classification will include:

- 2 • full-time and part-time employees;
- 3 • benefited and non-benefited service employees; and
- 4 • temporary and permanent employees.

5 This employee classification shall not include:

- 6 • administrative support staff;
- 7 • clerical support staff; or
- 8 • students of the University of Massachusetts Dartmouth.

9 **F. TERMS OF EMPLOYMENT OF RESEARCH AND TECHNICAL**
10 **ASSOCIATES**

11 Terms of employment for Research Associates, Technical Associates, and
12 Clinical Law Fellows shall be governed by an individual contract between the
13 individual and the University of Massachusetts Dartmouth. However, the parties
14 recognize that work schedules for Research Associates, Technical Associates, and
15 Clinical Law Fellows may vary widely within the standard payroll period, and
16 certain individual bargaining unit members have schedules, consistent with
17 department/School goals, that require them to provide services as part of their
18 duties at night or on weekends. In addition, Research Associates, Technical
19 Associates, and Clinical Law Fellows, as professionals, on occasion have to
20 devote additional time to the completion of their work. The individual contract
21 must include the following items:

- 22 1. The precise dates and length of employment.
- 23 2. The terms of service, including but not limited to a specification of
24 whether the position is full-time or part-time, benefited or non-benefited.
25
- 26 3. Benefits to be offered. Full-time Research Associates and Technical
27 Associates shall receive the following minimum benefits subject to
28 availability of funds:
 - 29 a) Group Insurance under the provision of all covered UMass
30 Dartmouth employees.
 - 31 b) Participation in the Commonwealth of Massachusetts retirement
32 program or federal alternative.
 - 33 c) Workers Compensation as defined in Article XI.D.3. (Workers
34 Compensation).

- 1 d) Travel Allowance as defined in Article XI.D.4 (Travel
2 Allowances).
- 3 e) Ten (10) vacation days per year, incremented by one after each two
4 continuous years of successive employment up to a maximum of
5 fourteen (14) vacation days, with accruals earned bi-weekly and to
6 be used within the contract period that they are awarded (unused
7 vacation days shall be forfeited at the end of the contract period).
- 8 f) Fifteen (15) sick leave days per year with accruals earned bi-
9 weekly and to be used within the contract period that they are
10 awarded (unused sick leave days shall be forfeited at the end of the
11 contract period).
- 12 g) Health and welfare plans.
- 13 h) All holidays observed by the University of Massachusetts
14 Dartmouth with the exception of floating holidays.
- 15 i) Tuition waiver for courses taken by the employee and spouse
16 and/or dependents for courses offered at any of the University of
17 Massachusetts campuses with the exception of the Medical School.
18 Research Associates and Technical Associates shall receive both a
19 tuition waiver and a fee waiver (except for applied courses) for
20 courses taken at the University of Massachusetts Dartmouth.
- 21 4. A job description which will include examples of duties and
22 responsibilities, identify the individual's immediate supervisor and the
23 person(s) who shall be responsible for evaluating the individual's
24 performance on an annual basis, and state explicitly whether or not field
25 time (at sea or on the land) is expected and the anticipated extent of the
26 field time.
- 27 5. The condition(s), if any, of contract renewal or continuation, including
28 criteria for annual evaluation. The annual evaluation of Research
29 Associates and Technical Associates shall be completed at least 30 days
30 prior to the expiration of their individual contract. A written copy of the
31 evaluation(s) shall be provided to the employee. The evaluation shall
32 include:
- 33 a) A review of the individual's performance based on the criteria of
34 evaluation in the individual's contract.
- 35 b) A statement of whether the individual's contract will be continued,
36 modified, or terminated upon its expiration.
- 37 6. Rate of compensation.

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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. 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 at the University of Massachusetts Dartmouth. The Faculty Federation shall represent every member of the bargaining unit at various levels of the grievance procedures.
2. 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 should have had knowledge of the event. A grievance is considered to be filed when a completed grievance form is delivered to the administrator being grieved and to the Faculty Federation Grievance Hearing Committee.

A member of the bargaining unit with a grievance shall 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. When members of the bargaining unit choose to handle their own grievance cases, they do so at their own peril.

- 1 3. If the unit member or the Federation Grievance Hearing Committee
2 requests, the Provost shall provide all relevant documents and materials
3 pertaining to the member's grievance.
- 4 4. The individual alleging a grievance must state, on the grievance form
5 approved by the parties, the specific act or acts alleged to have been
6 committed or omitted in the recommending/decision making process
7 denying the individual a salary increase, a renewal of contract, a
8 promotion or tenure or the other grounds on which the grievance is based.
9 The decision in and of itself to deny a salary increase, a contract renewal,
10 a promotion or tenure shall be insufficient grounds for stating a grievance.
- 11 5. The University may elect not to address through these grievance
12 procedures or in arbitration any claim alleging a violation of Art. II A or
13 any other claim of discrimination or retaliation based upon protected
14 characteristics that is the subject of a charge or complaint filed with the
15 MCAD, the EEOC, the OFCCP, the Federal Office of Civil Rights or in
16 state or Federal court.
- 17 6. For grievance(s) arising out of personnel actions, the Union and/or the
18 bargaining unit member shall not file a grievance until the final
19 appropriate academic administrative official on the campus has made
20 his/her decision in writing on the personnel action under consideration.

21 **D. INFORMAL PROCEDURES**

22 When a potential grievance arises, the bargaining unit member(s) and/or the
23 Federation may meet with the representative(s) of the University administration
24 closest and best able to discuss the matter, and possessing the authority to resolve
25 the dispute. Informal efforts at settlement shall not extend beyond 20 days
26 (without the written agreement of each of the parties) and in all cases shall begin
27 within 14 days of the alleged grievable act. These meetings shall be collegial in as
28 much as there will be no presiding officer and the purpose will be to resolve the
29 matter in question, if possible. The University Administration and the Federation
30 agree that informal resolution of grievances do not set precedents. The utilization
31 of this informal process does not alter or extend the time requirements for filing or
32 processing a grievance unless the parties agree in writing to alter or extend the
33 time requirements.

34 **E. LEVEL ONE**

- 35 1. A Faculty Grievance Hearing Committee shall be comprised of up to five
36 (5) unit members, three (3) constituting a quorum, selected from a unit
37 member pool by the Faculty Federation Executive Board to serve two (2)
38 year terms. Service on this committee shall be considered as University
39 Service.

1 2. The Grievance Hearing Committee, upon receipt of a grievance, shall
2 review the grievance provided that a quorum of three members of the
3 Grievance Hearing Committee is present. The Grievance Hearing
4 Committee shall hold a hearing on the grievance at which the grievant, the
5 grievant's Federation representative (if any) and the person grieved
6 against (with a representative from the administration, if any) will be
7 invited to attend and to present their positions, if they wish. The Grievance
8 Hearing Committee may ask questions of either party presenting before
9 the Committee. Questions will be directed to the participants and any
10 witnesses through the Grievance Committee chairperson. The Committee
11 may hear witnesses as appropriate and shall receive relevant documents as
12 provided in section C(4), above. The Committee must keep a record of its
13 proceedings and file a copy of the record with the President of the Faculty
14 Federation. Within ten (10) school days (or fourteen calendar days if
15 school is not in session) the Grievance Hearing Committee shall make a
16 written recommendation concerning the grievance and shall forward its
17 recommendation to the next level of this procedure.

18 **F. LEVEL TWO**

19 If the grievance received by the Grievance Hearing Committee concerned the
20 decision of a Department Chairperson or Division Head, the Dean of the unit
21 member's college or the head of the unit member's program shall receive the
22 recommendation, if any, of the Faculty Federation Grievance Hearing Committee.
23 In all other situations, the Provost shall receive the recommendation, if any, of the
24 Grievance Hearing Committee. The Dean, Provost or designee shall promptly
25 review the grievance and recommendation, if any, and may meet with the grievant
26 (and the Faculty Federation representative, if any) and the person whose action is
27 challenged by the grievance to discuss the recommendation, if any, or to request
28 additional information. The Provost or designee shall decide whether there has
29 been a violation of this Agreement. The decision of the Provost shall be
30 communicated in writing to the grievant and to any Faculty Federation
31 representatives who participated in Level Two. Such decision shall be made not
32 later than five (5) school days (seven calendar days when classes are not in
33 session) after the written appeal has been made to this level.

34 **G. LEVEL THREE**

35 If the grievance is not satisfactorily resolved through Level Two, the grievant
36 and/or the representative of the Federation may appeal to the Chancellor within
37 ten (10) school days (fourteen calendar days when classes are not in session) after
38 the decision at Level Two was rendered or should have been rendered. The appeal
39 shall be in writing and shall state specifically the act or condition and the grounds
40 on which the grievance is based and why the disposition of the grievance offered
41 at Level Two is unsatisfactory. The Chancellor may meet with the grievant and
42 the Faculty Federation representative and confer on the appeal. The decision of
43 the Chancellor shall be communicated in writing to the grievant and to any

1 Faculty Federation representative who participated in Level Three. Such decision
2 shall be made not later than ten (10) school days (fourteen calendar days when
3 classes are not in session) after the written appeal has been made to the
4 Chancellor.

5 **H. LEVEL FOUR**

- 6 1. Within thirty (30) calendar days of the Chancellor's decision, or the date
7 the decision should have been rendered if the chancellor fails to render a
8 decision, the Faculty Federation ONLY may appeal the decision of the
9 Chancellor to the American Arbitration Association for arbitration.
- 10 2. The proceeding may be initiated by filing a demand for arbitration with
11 the American Arbitration Association. The Federation shall send copies of
12 its demand to the Chancellor and the President of the university. A single
13 arbitrator will be selected pursuant to the voluntary labor arbitration rules
14 of the American arbitration Association. Where acceptable to both parties
15 to this agreement, the American Arbitration Association's procedures for
16 expedited arbitration will be utilized. A hearing will be convened and
17 concluded as soon as practicable. The arbitrator shall issue a decision not
18 later than thirty (30) days from the date of the closing of the hearings. The
19 decision shall be in writing and shall set forth the arbitrator's opinion and
20 conclusions on the issues submitted.
- 21 3. The decision of the arbitrator shall be final and binding on both parties and
22 the grievant and all will abide by it. Neither party waives its entitlement to
23 appeal an arbitrator's award pursuant to G.L.C.150c, §§10, 11 or 12.
- 24 4. The arbitrator's fees and expenses will be shared equally by the parties.
- 25 5. The arbitrator shall limit his decision to the application and interpretation
26 of the provisions of this Agreement, and he shall have no authority to alter
27 or amend the Agreement.

28 **I. TIME LIMITS**

- 29 1. Failure at any step of this procedure to communicate the decision on a
30 grievance within the specified time limits shall permit the aggrieved party
31 to proceed to the next step. Failure at any step of this procedure to appeal a
32 grievance within the specified time limits shall be deemed to be
33 acceptance of the decision rendered at that step.
- 34 2. The time limits specified in the grievance procedure may be extended in a
35 specific instance by mutual written agreement.

1 **J. FACULTY FEDERATION GRIEVANCES**

2 The Faculty Federation has the right to initiate or appeal a grievance involving an
3 alleged violation of this Agreement. When the grievance concerns an act of the
4 Chancellor, the grievance shall be heard at that level. Written decisions of the
5 Provost or the Chancellor need be served only upon the Faculty Federation.

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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.

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ARTICLE XXIII
DURATION

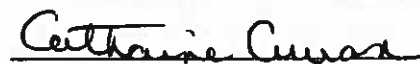
The provisions of this Agreement shall be effective from July 1, 2017 and will continue to remain in full force through June 30, 2020. By March 1 prior to the expiration date either party may notify the other in writing by registered or certified mail, return receipt requested, of its desire to commence negotiations for a successor Agreement.

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, 2017 through June 30, 2020.

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

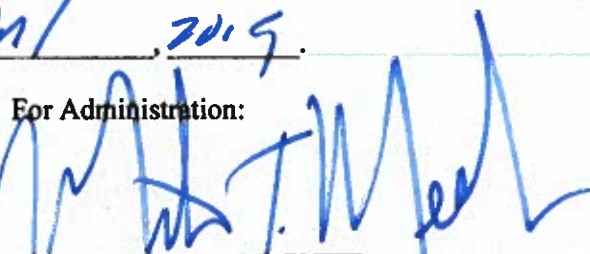
Signed and Sealed this 18 day of April, 2019.

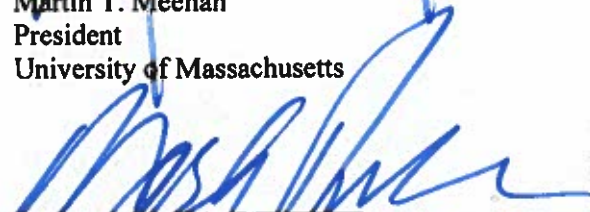
For the Union:


Catharine Curran
President, Faculty Federation Local 1895


Wayne LeBlanc
Treasurer, Faculty Federation Local 1895

For Administration:


Martin T. Meehan
President
University of Massachusetts


Mark Peble
Chief Human Resources Officer
University of Massachusetts


Angela M. Callahan
Senior Associate Vice Chancellor
for Talent and Diversity
University of Massachusetts Dartmouth

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COMMON STUDENT RATING FORM

APPENDIX A

Instructions to the Student: Please indicate the degree to which you agree or disagree with each of the following statements that describe this Course or this Instructor:

	Strongly Disagree	Disagree	No Strong Opinion	Agree	Strongly Agree
	1.0	2.0	3.0	4.0	5.0
<i>1. The course was organized</i>					
<i>2. The course provided me with a general background in the area.</i>					
<i>3. The Instructor was prepared for class</i>					
<i>4. The Instructor's explanations were clear</i>					
<i>5. Grading criteria were clearly stated</i>					
<i>6. Course objectives were stated</i>					
<i>7. Learning activities were related to course objectives</i>					
<i>8. The course covered the stated objectives</i>					
<i>9. The Instructor provides timely and useful feedback on student work</i>					
<i>10. The Instructor stimulated interest in the subject</i>					

Comments: Please use the space provided or the other side of this form to make any additional written comments concerning either the Course or the Instructor:

**UNIVERSITY OF MASSACHUSETTS
POLICY ON CONFLICTS OF INTEREST
RELATING TO INTELLECTUAL PROPERTY AND COMMERCIAL VENTURES

DARTMOUTH**

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.

I. 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 Article III.
- 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 his or her 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 his or her 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 his or her 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 his or her 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 his or her 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 his or her immediate family.

- N. Associate Provost for Research and Economic Development - The Associate Provost for Research and Economic Development at each campus, or where no such position exists, the Provost (or their designees).

II. 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 Associate Provost for Research and Economic Development or his or her designee at each campus; the President or his or her designee; and two non-voting members who the President may appoint from outside the University. 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 Associate Provost for Research and Economic Development 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 or his or her designee and the General Counsel or his or her designee 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.

III. POLICY

A. Disclosure of Financial Interests

All Covered Individuals must disclose a Significant or Substantial Financial Interest to the Associate Provost for Research and Economic Development or his or her 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development and obtain approval of (i) certain of his or her Financial Interests that would reasonably appear to be affected by the proposed research and (ii) certain of his or her 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development, who shall notify the CVIP. If the Director or a member of the CVIP staff or the Associate Provost for Research and Economic Development has such a Financial Interest, it must be disclosed to the President or his or her 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development member of the Committee will review the disclosures submitted by Covered Individuals at his or her 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development 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 Associate Provost for Research and Economic Development, 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.

IV. 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 Associate Provost for Research and Economic Development 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.

V. 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 re-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 his or her 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.

VI. 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.

(Dartmouth Version, 2/3/97)