

Agreement
between
The Board of Trustees
of the University of Massachusetts
and
The Massachusetts Society of
Professors / Lowell, MTA/NEA
July 1, 2020 to June 30, 2023

July 1, 2020 - June 30, 2023
TABLE OF CONTENTS

Article

Appendices		Page
A-1	Payroll Deduction Authorization	169
A-2	Mass. General Laws. Chapter 150 (e). Section 10	170
A-3	Addendum in Partial Settlement of the Statutory	

ARTICLE I

DEFINITIONS

1. The term "Administration" as used in this Agreement includes the Chancellor and other full-time principal administrative officers of the Lowell campus appointed by the Chancellor and/or the Board; such designation does not apply to individuals and positions included in the bargaining unit as described under this Agreement.

The term "Central Administration" as used in this Agreement includes the President of the University of Massachusetts system and other principal administrative staff in the President's office appointed by the President and/or the Board.

The terms "Administrative Representative", "Official Designee of the Chancellor", "Designee of the Chancellor" as used in this Agreement means an administrator who, from time to time, has been designated as such by the Chancellor. Such designation does not include any person who is a member of the unit as provided in this Agreement.

The term "Administrator" as used in this Agreement means any person serving in a full-time administrative capacity, appointed by the Chancellor and/or the Board.

2. The term "MSP/MTA" as used in this Agreement means the Massachusetts Society of Professors at the University of Massachusetts Lowell, a unit of the Massachusetts Teachers Association, as recognized pursuant to this Agreement.

The term "MSP Representative" as used in this Agreement means any representative of the Society who is a member thereof, and who has been officially so designated in writing by the President of the MSP to the Chancellor, or may refer to a representative of its affiliate organizations who has been officially so designated in writing by the President of the MSP to the Chancellor.

3. The term "Board" as used in this Agreement specifically refers to the Board of Trustees of the University of Massachusetts as created under the laws of the Commonwealth of Massachusetts and in all cases such term of reference encompasses the legal authority of and fully binds said Board or any successor in interest as defined by Massachusetts law.

4. The term "Campus" as used in this agreement refers to any site or location of the facilities or properties which comprise the Lowell campus of the University of Massachusetts.

The term "University" as used in this Agreement refers collectively to all facilities and properties which now are or hereafter shall be designated by the Board for the use of the University of Massachusetts.

5. The term "Chancellor" a1Rac-0.00, <</MCID 17BDCBT12 0 0 2(17)4.6n oCb anp7(10oexecutive officers

ARTICLE II

RECOGNITION AND FAIR PRACTICES

- A. The Board of Trustees of the University of Massachusetts (hereinafter referred to as the "Board") recognizes the Massachusetts Society of Professors (MSP) at the University of Massachusetts Lowell/Massachusetts Teacher Association (MTA) as the exclusive collective bargaining representative with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment for a bargaining unit which shall be located at the University of Massachusetts, Lowell, Massachusetts as appropriately certified under Massachusetts General Laws, Chapter 150E, which bargaining unit consists of all faculty (including department chairpersons) who hold a full-time appointment from the Board as Professor; Associate Professor; Assistant Professor; Instructor; Research Professor; Non-Tenure Track Clinical faculty in the School of Nursing and Departments of Physical Therapy and Biomedical and Nutritional Sciences; and Non-Tenure Track Assistant Clinical, Associate Clinical Professors and Professors in the College of Education; Assistant Teaching Professors, Associate Teaching Professors and Teaching Professors (hereinafter called faculty or faculty members or professional teaching staff), and all Librarians holding full-time appointments from the Board.

1. Non-Tenure Track Faculty

(a) Clinical Faculty

- (i) College of Health Sciences (e)-6.4(11 i He)is He;]TJ0 Tc0 Tw()'ETE1DCs.9(oad u(thh5CID 71

Tral LaPr

promotion to associate or teaching or clinical professors should submit a portfolio which includes the following:

- 1.

be referred to the State Labor Relations Commission.

- D. The MSP and/or Board shall not discriminate against any Unit member or coerce any Unit member for exercising their rights under the provisions of Chapter 150E, as amended or revised. (cf. Appendix A-2).
- E. The MSP and/or Board shall not discriminate against any person because of age, race, color, religion, national origin, marital status, gender, gender identity, sexual orientation, handicap, or veterans' status, as provided by law, and all faculty members shall receive the full protection of this Agreement.
- F. Nothing contained herein shall be construed to prevent the Board or its duly authorized agents from meeting with any faculty group for the sole purpose of hearing the views and proposals of said group.
- G. Within the scope of contractual provisions, the MSP shall cooperate when necessary with the Board in the implementation of the process specified by the University Affirmative Action Program and the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies.
- H. All rights, benefits, duties, and obligations of Unit members as set forth in this Agreement are, during the term of this Agreement, expressly incorporated into and made part of any individual contract of employment that has been or shall hereafter be entered into between the Board and any person who is or shall hereafter become a member of the bargaining Unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.
- I. Every full-time member of the bargaining Unit as described in this Agreement shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in the elections in the manner provided in this Agreement.

ARTICLE III

UNIVERSITY MANAGEMENT RI

2. It is clearly understood that the management rights and prerogatives secured by this Article are not subject to the grievance or arbitration procedures of this Agreement, except only as to the limitations specifically imposed and/or secured in this Agreement.
3. Except as otherwise specifically limited by this agreement, Board management authority may be delegated to appropriate administrative designees; whenever any provision of this Agreement shall require that any act be done or any act not be done by the Board or by any member of the Administration, such act may be done or not done, as the case may require, by the Board or its designee or by the member of the Administration or their designee, respectively.

ARTICLE V

GENERAL RIGHTS

- A. There will be no reprisals of any kind taken against any unit member because of their membership in the MSP or participation in its lawful activities. (See Appendix A-2.)
- B.

list-serve of University e-mail addresses of all bargaining unit members, provided that the Union's use of said list-serve and e-mail addresses shall be in accordance with any and all applicable University policies as may be promulgated from time to time. The Union shall receive and retain such information in accordance with the provisions of the M.G.L. Chapter 66A, Fair Information Practices Act. In addition, on October 31 and March 31 of each year of this Agreement, the names, work addresses, work telephones, position and department by campus of all part-time faculty shall be similarly communicated to the Union.

It is understood that this shall not require the Board to provide information and statistics in the form requested unless already compiled in that form or to supply any information deemed confidential.

- L. The Official Designee of the MSP shall be sent a copy of the agenda of each meeting of the Board of Trustees and a copy of the minutes of said meeting after their approval by the Board. The Official Designee of the MSP shall have the right to request the Chancellor of the University to place items on the agenda of the Board of Trustees meeting. Such request shall not be unreasonably denied. The Treasurer of the MSP shall receive a copy of all Board resolves involving unit personnel.
- M. Whenever this Agreement provides for activity by the MSP President, they may designate an individual to act in their place.
- N. The University will provide all necessary resources, including but not limited to technical support, equipment and labor, so that the MSP may have access to the University's e-mail system and Internet access, and also may create and maintain a separate website entry, as part of the main website for the University of Massachusetts Lowell campus, for the purpose of providing regular information to unit members. The University shall have no right to control the content of the MSP's website.

ARTICLE VI
GRIEVANCE PROCEDURE

A grievance is a complaint by a member or members of the Unit (or by the MSP) brought during the term of this Agreement that an express provision of this Agreement, has been violated, misinterpreted, or improperly applied in its application to the grievant, the grievants, and/or the MSP.

A. Limitations on Grievances

1. Academic Judgments

For the purposes of this Article, every decision required pursuant to Article IX relative to Evaluation, Articles VII and VIII relative to Reappointment (where grievable only after September 15 in the fourth year of service and nonrenewal of Contract)¹, Promotion and Tenure, to Article XIII relative to Retrenchment, as the case may require to renew or fail to renew an academic appointment, to terminate any such appointment except as provided in Article XIV for Dismissal, to grant or refuse to grant tenure, or to grant or refuse to grant a promotion, and no other decision, shall be deemed to have been pursuant to an exercise of academic judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of academic judgment. Academic judgment may not be grieved except under the criteria provided herein in the section on Arbitration and Academic Judgment.

2. Other limitations

It is further understood that certain other limitations on grievance rights are specified in various articles herein.

B. Intent

The Board and the MSP agree that they will use their best efforts to encourage the prompt settlement of grievances which may arise between a member or members of the Unit or the MSP and the Board by the use of the processes set forth below.

C. Information

Upon request, the parties shall make available to each other such statistics and information which are in their possession and which are pertinent to the disposition of the grievance.

¹ cf. Termination, Dismissal, and resignation Article in this Agreement.

D. Grievance Procedure

1. Informal Procedure

A Unit member is encouraged to meet and confer with the department chair when a problem relating to employment arises. The flexibility of informal discussion often results in solutions to employment problems more easily and quickly than do formal procedures.

The grievant is to meet and confer with the department chair within 21 calendar days of notice by the grievant to the chair/library division head of a complaint that a grievance exists. The purpose of such a meeting is to attempt to find an informal resolution of the complaint. In some cases it may be helpful if the grievant and the chair discuss the problem with the College Dean or Library Director. If the academic chair and the grievant have not resolved the complaint within 21 calendar days of the receipt of the grievance then the grievant may proceed to the formal procedures hereinafter described. The grievant need not elect to start the procedure at the informal level.

2. Formal Procedures

above.

c. Level Three: Mediation

If the MSP/MTA is not satisfied with the disposition of the grievance at Level Two, the MSP/MTA may appeal the Level Two decision in writing to the Chancellor or their designee for mediation with a copy to the President of the University or the President's designee. The appeal shall be filed within thirty (30) calendar days of receipt of the decision of the Chancellor, or their designee, or the end of the time specified in Level Two for said decision, whichever is sooner.

The mediator does not have the authority to impose a settlement on the parties, but will attempt to help them reach a satisfactory resolution of their dispute.

Mediation shall conclude in one of the following ways:

1. By the execution of a settlement agreement by the parties, or
2. By a written declaration of the mediator, a party, or parties to the effect the mediation proceedings are concluded.

E. Binding Arbitration

1. General Provisions

A grievance dispute which was not resolved at Level Two or Level Three under the above grievance procedures may be submitted, with the consent of the MSP/MTA, in response to the initiative of either an aggrieved unit member (s) or the MSP/MTA, to an arbitrator for decision if such grievance involves the application or interpretation of this Agreement.

a. MSP Rights

The MSP/MTA acting through its Official Designee or their specific designee shall have the sole right to authorize filing for arbitration under this Agreement.

b. Exclusivity of MSP/MTA representation

Anything herein contained to the contrary notwithstanding, in making their decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof.

5. Arbitration and Academic Judgment

a. Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to arbitrate any such portion of any grievance as it relates to any determination or decision made pursuant to an exercise of academic judgment except in the case of a unit member who, in their sixth year (up or out year), has received positive recommendations from all prior levels of review for tenure or tenure with promotion, but is not recommended by the Chancellor. In this case, the arbitrator shall have the authority to determine whether or not the University's actions were arbitrary or capricious. Whenever the arbitrator shall have determined that such allegation is true, they may reinstate the unit member for one full academic year with back pay and the right to be reviewed for tenure or tenure with promotion during that academic year. It is understood that an arbitrator in so reinstating a unit member shall not be empowered to bestow tenure or promotion in rank and that this provision, based on arbitrary and capricious standards, shall be available to a unit member only once.

b. Powers of Remand

Subject as is hereinafter provided, whenever any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the University involving the exercise of academic judgment was, in its application to said grievant, arbitrary or capricious, the arbitrator shall have the power to determine the truth or falsity of such allegation. Whenever the arbitrator shall have determined that such allegation is true, they shall order that such arbitrary or capricious determination or decision shall be reconsidered by the board and such determination or decision shall thereafter be newly made pursuant to the procedures prescribed in this Article and subject to the time limits prescribed. Thereafter, such decision so newly made shall be subject to the provision of this Article, including this provision; provided, however, that any grievance arising from such decision so newly made shall be initiated by filing notice thereof with the Chancellor of the University and then proceeding pursuant to the provisions of the Binding Arbitration section of these procedures, and the provisions of Levels I and II of these procedures shall not apply to such grievance; and provided further that, anything in the provisions of the Binding Arbitration section to the contrary notwithstanding, such notice shall be filed with the Chancellor of the University and the American Arbitration Association.

power to determine the truth or falsity of both such

I. Release Time for Members of the Bargaining Unit

It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any MSP/MTA representative, and of any material witnesses who are members of the bargaining Unit so require, such participants shall be given so much release time from their scheduled work assignments as the Chancellor shall determine is necessary for attendance at any hearing, meeting, or other procedure that shall be required for the processing of any grievance.

J. Waiver of Irrelevant Levels

Where it is clear on its face that the remedy for a grievance brought by the MSP involves an exercise of authority beyond the scope of chairpersons or deans, the grievance may be brought directly to Level Two.

the Board, but such transfers shall occur only after the Office of Academic Affairs has entered into written joint agreement with the MSP and under the specific terms of such agreement.

a. Additional Appointment Criteria and Appointment Deadlines

Upon authorization from the Provost to fill a vacant position, the department chair shall determine with the advice and consent of appropriate department committees, and the Director of Libraries shall determine after consultation with appropriate library committees, such additional criteria as may be deemed proper for the specific vacancy to be filled and the procedures for reviewing applicants and nominating candidates to the University Administration. However, the filling of all vacancies shall be subject to specified administrative academic and professional requirements and deadlines, as well as the valid objectives of the University Affirmative Action program. The final candidates to be nominated for faculty position vacancies shall be interviewed by the Department Chair and the College Dean. Such candidates for librarian position vacancies shall be interviewed by the Director of Libraries.

b. Recommendation Process

The name of the candidate recommended, together with complete professional vita and comments of the department chair, shall be submitted to the College Dean. The College Dean or the Director of Libraries, as the case may be, shall review all recommendations, shall add their recommendations, and shall transmit all recommendations and supporting documents to the Provost, who shall review all materials forwarded and transmit them, together with their recommendation, to the Chancellor. In the event that the candidate recommended by the department chair or the Director of Libraries is rejected by the Chancellor, the procedure specified above shall be repeated until a candidate shall be appointed to fill the authorized position or the position authorization is withdrawn in accordance with procedures and deadlines for reallocating vacant positions.

c. Upper Level Rank Appointments

If an appointment is to be made at the rank above Assistant Professor or Assistant Librarian, such appointment shall be subject to the same review process as is required for promotion to the specified rank. If appointment is to be made with tenure, such appointment shall be subject to the same process as is required for the awarding of tenure to a member of the Unit. An individual who is offered an initial appointment or who is subsequently offered reappointment is required to sign an official University contract and to file such contract with the Office of the Provost within one month of notification of appointment or reappointment. Failure to comply with this requirement may result in cancellation of appointment or reappointment without prejudice to the University.

2. Faculty Appointments

Faculty appointments shall be made at the appropriate rank in keeping with standard requirements or the specified exceptions to requirements.

a. Standard Requirements for Faculty Appointments

(1) Instructor

A master's degree from an accredited institution and in a discipline or field acceptable to the recommending authorities;

(2) Assistant Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities;

(3) Associate Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; a record of instructional effectiveness with six years of successful full-time teaching experience in four-year institutions of higher education and at least two years of such experience at the rank of Assistant Professor; research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant number of articles in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, and/or significant recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is to be taught;

(4) Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; a record of instructional effectiveness with eight years of successful full-time teaching experience in four year institutions of higher education at the rank of Assistant Professor or higher of

"terminal qualification" in the disciplines or fields to be taught and which have been awarded by institutions accredited for graduate study by the appropriate professional association;

(b) Industrial and Sound Recording Technology

Candidates in the field of industrial and sound recording technology who possess professional graduate degrees which are recognized by recommending authorities

A master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions plus two years of full-time professional library experience in a college, university, or research library;

(3) Associate Librarian

A master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions and an additional equivalent graduate degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by a publication record in recognized professional and/or academic journals, and/or recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience in a college, university or research library with at least two years of such experience at the rank of Assistant Librarian or higher;

(4) Librarian

A doctorate in library science from an accredited ALA institution or an equivalent doctorate acceptable to recommending authorities; research or scholarly achievement as demonstrated by significant publication in recognized professional journals and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievements; and six years of successful, full-time professional library experience in a college, university, or research library with at least six years of such experience at the rank of Assistant Librarian or higher; or a master's degree in library science, information science, or information studies from an accredited ALA institution or an equivalent graduate degree acceptable to recommending authorities in an area specifically related to library functions plus a second master's degree in a field appropriate to library functions which is acceptable to recommending authorities; research or scholarly achievement as demonstrated by a significant publication record in recognized professional and/or academic journals, and/or significant recognition by learned societies or professional library associations for demonstrated leadership or achievement; and eight years of successful, full-time professional library experience in a college, university, or research library with at least eight years of such experience at the rank of Assistant Librarian or higher.

b. Exceptions to Requirements for Professional Librarian Appointments

(1) Waiver of Degree Requirements for Associate Librarian and Librarian

The specified requirement for the second master's degree for appointment to the

rank of Associate Librarian and the specified doctoral requirement for appointment to the rank of Librarian may be waived by recommending authorities for individuals of exceptional talents or special accomplishments who are widely recognized in their fields for such talents or accomplishments.

(2) Waiver of Library Experience Requirement

Up to three years of successful, full-time library experience may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, candidates for appointment possess suitable substitute experience.

B. Promotion of Faculty and Librarians

1. General Provisions

a. Requirements for Promotion

The requirements for promotion are both specific and general. Each candidate for promotion shall first be carefully evaluated at each level as to whether they meet the specific requirements for the rank to which the candidate has requested promotion. Except as explicitly provided for in this Agreement, and under the explicit conditions stated, these requirements may not be waived. If the specific requirements are met, the candidate then shall be carefully evaluated in terms of the three general areas of evaluation which are listed below.

In order to be recommended for promotion, candidates must satisfy the specific rank requirements as stated and also must have demonstrated, in the academic judgment of the reviewing level, a sufficiently high overall level of positive accomplishment when their achievements in the three evaluation areas are taken together. Such achievement must be manifested in both qualitative and quantitative terms.

b. Eligibility

To be eligible for promotion, the faculty member or librarian must have satisfied requirements for instructional or professional effectiveness, degree attainment, research, and professional and service achievement at the time of application for promotion and must be able to satisfy the experience requirements by the effective date of requested promotion.

2. Faculty Promotions

Consideration of a candidate for tenure shall be based on the following:

- a. Convincing evidence of excellence in teaching and research, creative, or professional activity; and strength in service, such as to demonstrate the possession

Including, but not limited to professional activities contributing to the good of the University, its Colleges, and Departments which are not required of faculty members as matters of regular assignment, such as mentoring junior faculty, fundraising, recruiting, service with college or university wide committees, service on professional boards or accreditation agencies as representatives of the University, service on such task forces of the University as are, from time to time, established by the Chancellor and/or Board of Trustees; service as an MSP Officer or Board Member; and Leadership in the development and/or strengthening of significant programs and courses (including those in Continuing Education) which enhance the University's ability to fulfill its mission. In considering service to the University, recommending authorities also shall give special attention to those individuals who have acquired new skills and knowledge for the purpose of transferring to new programs or departments when such transfer enhances the University's ability to serve its mission as a public institution of higher education.

(c) Service to the Community

Including, but not limited to significant professional activities contributing to the good of the public sector which are associated with the faculty member's area of academic or professional expertise and which are rendered without remuneration. Service to the commun Lehe1(idm9(ve ac)-3.ol.9(e1(5(o).1(t)-5

(b) Associate Professor

An earned doctorate from

- ii. Computer Science -- In the area of computer science for an individual who possesses a master's degree in the area taught plus additional experience and/or training acceptable to recommending authorities;

employment of an individual for the balance of their professional life. Therefore, when an individual is being considered for a tenure appointment, whether by promotion from within or by appointment from without, a searching review of the candidate must be made by all segments of the University.

1. Review Requirements

The review of candidates for tenure shall be in accordance with Articles IX and VII, and shall indicate, at a minimum, satisfactory achievements of the requirements for promotion to the rank of Associate Professor or Associate Librarian². Additionally, recommending authorities shall assess the potential of the candidate for professional growth and the need for flexibility and growth at the department, college, and university levels or at the library, unit, and university levels. Furthermore, all tenure recommendations must specifically address the programmatic contribution of candidates in light of the present and anticipated overall academic needs of the program, college and university, giving due consideration to preserving and/or promoting sufficient staffing flexibility at departmental, college and university levels which will ensure both the future viability of academic programs and the capacity for necessary institutional change.

For promotion to the rank of associate professor and professor and for all tenure recommendations, the chair shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The solicited referees shall include scholars and professionals from those suggested by the faculty member (if they wish to provide names), but the list is not limited to those the faculty member suggests.

All materials in the basic file shall be accessible to the faculty member, with the exception of those letters of recommendation to which they have voluntarily waived access.

2. Tenure Review Period

Review for tenure normally shall be made at the time an individual is considered for promotion to Associate Professor or Associate Librarian (usually during the sixth year of an individual's full-time appointment as a faculty member or librarian).

3. Entitlement

- a. Unit members promoted from within the University to the ranks of Associate Librarian, Librarian, Associate or Full Professor shall thereby gain tenure.
- b. There shall be no tenure quotas at the University of Massachusetts Lowell.

²Two years at the University of Massachusetts Lowell minimum. [CLARIFICATION: Persons hired as Assistant Professors need six years experience minimum to apply for promotion and tenure. At the time of hire, candidates may ask hiring authorities to accept in transfer up to three years of appropriate higher ed. teaching experience if they have it, and/or up to

three years of prior specialized or professional experience if they have it, BUT MUST STILL HAVE AT LEAST TWO YEARS AT THE UNIVERSITY OF MASSACHUSETTS LOWELL at the time promotion and tenure becomes effective. Accepted years of transferred teaching/specialized/professional experience do not adjust the tenure decision year (TDY), i.e., the year in which a person must apply for tenure. The TDY is the sixth year of an individual's full time tenure track appointment.

- c. All unit members who have been awarded tenure by Lowell State College or Lowell Technological Institute and who have been in the continuous employment of either of the predecessor institutions and the University of Lowell shall continue such tenure at the University of Massachusetts Lowell.

4. Recognition of University Service for Promotion and Tenure

- a. For the purpose of determining credited years of full-time experience at the University of Massachusetts Lowell, no recognition shall be granted for periods of less than the full academic or professional year, such year being defined as beginning in September and extending through the end of the academic or professional year. In the event that a unit member begins employment after the beginning of the academic or professional year, but before the second week of the academic year or professional year then that unit member's credited year of full-time experience shall begin that year.
- b. An approved leave of absence to a full-time faculty member or librarian shall not be counted as a year of service and shall not be construed as a break in consecutive years of service with the University.
- c. Individuals appointed as full-time faculty or librarians who, without a break in University service, subsequently are appointed as part-time shall not be considered to have broken their record of consecutive service upon subsequent full-time reappointment. Such part-time service at the University shall not be counted toward specific rank requirements for the purpose of reviewing an individual for tenure or promotion. However, such individuals shall without exception be given final tenure review early enough so that the terminal year (if termination results) will end before the beginning of their eighth year.

5. Recognition of Non University Service for Promotion/Tenure

- a. A maximum of three years, (complete, full academic or professional years), of full-time service in other four-year institutions of higher education may be credited to the experience requirement for promotion which results in tenure, thus permitting early application for promotion resulting in tenure.
- b. But prior experience at other institutions may not count in calculating the up-or-out tenure year at the University of Massachusetts Lowell or in calculating whether the eighth year of service at the University of Massachusetts Lowell has begun. At the time of hire, the hiring authority will determine how many years of full-time service a candidate may be credited with, and this information will be included with the appointment letter.

6. Disqualification for Tenure

- a. Regardless of evaluation/review processes or any other circumstances, individuals

appointed to positions with the rank of Instructor or Instructor Librarian who fail to

d. Individuals appointed with part-time

3. Membership of Faculty Personnel Committees

7) Membership of Department Chair

The Department Chair shall be a member of the Committee in all its forms except when the DPC is reviewing candidates for promotion and tenure.

- 8) The DPC deliberates as a group and prepares one letter that reflects the committee vote to include majority and minority recommendations (DPC = Level 1).
- 9) The department chair shall not be a member of the DPC for purposes of P&T process, and regardless of rank shall write an independent chair recommendation (Chair = Level 2).

10) Departments with Insufficient Members

Where any department shall have less than three (3) members eligible to serve on a given version of the Committee, then qualified individuals from allied departments acceptable to both the eligible department members and the candidate(s) shall be designated by the college dean. If after reasonable efforts by the college dean, no one found is acceptable to all parties on both sides, the MSP President and the College Dean shall jointly designate someone to serve.

b. College Personnel Committee

5,th De1.2(partmen-80(t
voteakeso1-4.ace.lTh-[1Cna-31 writs

(2) Responsibility of College Chairs

The chair of the College Personnel Committee who serves on the University Rank and Tenure Committee shall be obliged to fully inform themselves concerning the credentials and qualifications of candidates from their college in order to interpret intelligently the applications of such candidates to other members of the University Rank and Tenure Committee.

- e. The Provost reviews and writes independent letter of recommendation (Provost = Level 6).

B. Librarian Promotion Criteria and Process

Criteria for Promotion

Have a one-on-one meeting with Director of Libraries to determine path toward promotion based upon the three main areas of librarian work distribution: the digital library, direct service/outreach, and research/publication and campus service. This meeting shall be optional and the librarian shall be entitled to bring another librarian with them to the meeting.

Candidate to prepare a dossier that demonstrates effectiveness in each of the three areas reflecting excellence in two and strength in one. Dossier should include examples of measurement of/metrics relevant to the job description; such indicators may include:

The Digital Library (approximate 50% effort)

- 75 high quality webpages or instructional videos that are tested for usability
- Collection assessment and development, information audit
- Administration and organization of various systems to ensure discoverability and accessibility of resources

Support Direct Service and Outreach (approximate 30% effort)

- Number of people served in various capacities, library answers in FAQ, follow-up on electronic reference queries, patrons served by interlibrary loan, reserves and borrowing, reference services (individual and group), information literacy instruction classes and preparation, staff supervision, development and maintenance of electronic service points, create, adjust, and/or enhance electronic records in discovery platforms. Must reflect high quality service. Consider both face-to-face and electronic (focus and expected high volume will be electronic)

Research – Publication – Service (approximate 20% of effort)

- Grants submitted and awarded with amounts, publications, and service at various levels, resource reviews included as publications, leadership roles in professional associations, service on state-wide boards, outreach and consulting with community organizations, service on library and university committees

Promotion Process

Notice of intent to go up for promotion made to the Director of Libraries

1-month notice to Director and Promotion Committee: September 1 to go up on
October 1; and February 1 to go up on March 1

through 3: October 15, November 15, and December 15 for September application submission and March 15, April 15, and May 15 for February application submission

Dossier

Dossier should be comprised of:

- The candidate's CV in format in the MSP contract
- Narrative statement of the candidate's achievements in the three review areas noted above

C. Chancellor Action

1. For Tenure

All recommendations concerning faculty tenure are forwarded by the University Rank and Tenure Committee to the Chancellor of the University, who in turn makes recommendations to the University's Board of Trustees. The Chancellor may elect not to recommend for tenure candidates recommended at earlier levels. However, if the Chancellor fails to recommend tenure for a candidate who has received positive recommendations from at least three of the previous levels, and two of the previous levels in the case of a unit member from the College of Education, the Chancellor shall advise the candidate in writing of the decision. The candidate is then entitled to a hearing with the Chancellor. The Chancellor may not recommend for tenure any candidate who has not received positive recommendations at least three review levels, or two of the previous levels in the case of unit members from the College of Education. In the event a candidate receives three or more positive reviews and the Chancellor does not recommend tenure or two in the case of a unit member from the College of Education, the Chancellor shall provide specific written reasons to the candidate for that decision. It is understood that written reasons must include concerns in relation to the specific criteria for tenure provided for within the Agreement.

2. For Promotion

All recommendations concerning faculty promotions are forwarded by the University Rank and Tenure Committee to the Chancellor of the University, who in turn makes a final decision. The Chancellor may elect not to grant promotion to candidates recommended at earlier levels. However, if the Chancellor fails to promote a candidate who has received positive recommendations from at least three of the previous levels and two of the previous levels for unit members from the College of Education, the Chancellor shall advise the candidate in writing of the decision. The candidate is then entitled to a hearing with the Chancellor. The Chancellor may not promote any candidate who has not received positive recommendations at three review levels or two in the case of unit

Agreement.

It is further understood that where promotion and tenure are concerned the Department/College committees, Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.

D. Action by the Board of Trustees

The final level in the scheduled tenure process is the Board of Trustees who shall act only on the candidates that are recommended by the Chancellor.

E. Responsibilities of MSP and University Administration

1. MSP Observers

The MSP may in its discretion, send an observer to any committee acting in the tenure and promotion process. The observer may interpret in a professional manner the actions of the committee observed to candidates and may give their impressions of the reasons for a particular committee action. (Requests for observers shall be made to the MSP Chair or other MSP designated officers.)

2. Weekly Meetings of MSP and Provost

The MSP President or their designee and the Provost or their designee shall meet weekly on a priority basis during the promotion/tenure cycle in an effort to informally resolve unforeseen difficulties in a prompt manner.

F. University Personnel Register

There shall be a University Personnel Register, at the reference desk in each Library and at other designated locations. The University Administration shall place immediately therein all promotion lists, and other summarizing documents concerning University personnel actions and shall transmit a copy of each to both the Official Designee and the MSP Chair, Vice Chair, or other MSP designated officers.

G. Grievances Concerning Promotion and Tenure

Tenure and Promotion grievances, if any, shall be filed at the completion of the process. In the interim, an individual may seek the informal intervention of the MSP Chair (or other MSP designated officer) in the ongoing promotion and tenure process and such individual may file a written response as provided in this Article, Section A, 2.

H. Promotion and Tenure Schedule

The tenure and promotion process shall occur in accordance with the schedule presented in

Article IX, Section C: Schedule for Evaluations, Table 3, of this Agreement. Such schedule may be modified by the Administration with prior approval of the Official Designee of the MSP (ble s i)pr designee.

ARTICLE IX

EVALUATION OF FACULTY AND LIBRARIANS

A. Varieties of Evaluation

Faculty and librarian unit members are subject to three types of evaluation: (1) an annual evaluation of non-tenured faculty and librarians, (2) merit evaluation of all unit members who are eligible for College

Chairs, may request alternative supplemental evaluations from elected Department.

3. Review in Connection with a Personnel Action

The "evaluations" required in connection with a positive or negative recommendation for promotion and/or tenure by various review levels, and in the case of non-tenured faculty recommendations for reappointment or nonreappointment by department personnel committees, refer to a process not a document though they shall be based on the required credentials and documents that must accompany all evaluation processes and shall therefore be known as a review. The phrase "review" as used in this Agreement refers to a process which leads to a positive or negative recommendation. In making such recommendations, Department/College committees, the Deans/Director and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative except as follows; nonreappointment of non-tenured Unit members made at a time up to September 15th of their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing.

All reviews shall be based on the standard criteria set forth below, other required criteria where indicated in this Agreement, and upon any and all other academically or professionally pertinent criteria reasonably related to the reviewed individual's demonstrated and potential ability to contribute positively to instructional programs and/or to contribute collegially and constructively to service activities at the department, college, university, professional or community levels, and/or to contribute academically significant research and publication.

All tenure evaluations must consider the individual's continued relevant, constructive, professional and collegial contribution to departmental, college and university programmatic needs as well as the individual's professional/academic accomplishments.

B. Function of Departmental (Library) Recommendations in Connection with Nonreappointment

The review process required in connection with nonreappointment recommendations in early years of service is designed to secure a positive or negative professional academic recommendation from the department level and confers no rights on the individual evaluated other than a guarantee that such professional departmental review and recommendation shall in fact be made and be a part of the final University recommendation and decision process. Minor procedural errors at the departmental level shall not affect the validity of such final recommendation and decision where the University has in fact received and introduced a professional departmental recommendation into its final decision-making process as required in Article XIV.

All decisions at all levels in this process (and all other personnel processes) shall be fully privileged to reflect, and shall be based upon, the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment.

college and the Provost about the impressions students have concerning their classroom experience. It is understood that student evaluations should be viewed as one means by which faculty and departments may promote and maintain quality instruction and shall not be used to support any negative personnel action. Student evaluation instruments shall be developed at the College level.

At the faculty member's option, the faculty member may submit student evaluations or a summary of their results for consideration by various promotion/tenure review committees. The faculty member and Chair shall become the sole custodians of these student evaluations at the end of each year. The faculty member shall become the sole custodian of these student evaluations at the end of every three academic years and shall have the exclusive authority and responsibility to maintain or destroy them.

The evaluation will be conducted in a single section of one course per semester. There shall be evaluation of two different courses per academic year except in the case where a faculty member teaches only a single course during the academic year. In such cases, the single course shall be the basis for review. At the faculty member's option, student evaluations may be conducted in additional sections or courses.

c. Course syllabus: Facu

TABLE II
UNIT MEMBER MERIT EVALUATION DEADLINES

4. Review for Personnel Action

Review for Promotion and/or Tenure shall take place in accordance with the schedule outlined in Table III, beginning with the review by the Department Personnel Committee at the start of the semester.

Review by the Department Personnel Committee for recommendation of retention or nonretention of non-tenured faculty must occur by the deadlines set forth in Table IA or Table IB, as applicable.

TABLE III
PROMOTION AND/OR TENURE SCHEDULE

The President of the MSP and the Provost have agreed to the following timetable for Promotion/Tenure. The compliance deadlines for the various steps of this process are as follows:

Third Monday in September	Deadline for individuals to file for promotion and tenure and to submit all necessary supporting materials to department chairs
First Monday in October	Deadline for department chairs to submit all individual promotion and tenure materials to department personnel committees
Fourth Monday in October	Deadline for department personnel committees to forward recommendations and personnel materials to the department chair
Second Monday in November	Deadline for department chairs to forward recommendations and personnel materials to college personnel committees
First Monday in December	Deadline for college personnel committees to forward recommendations and personnel materials to college deans
Second Monday in January	Deadline for college deans to forward recommendations and personnel materials to the rank and tenure committee
Third Tuesday in February	Deadline for rank and tenure committee to forward recommendations and personnel materials to Provost
First Monday in March	Deadline for Provost to forward recommendations and personnel materials to Chancellor
Third Monday in March	Deadline for Chancellor to issue final list of recommended candidates for tenure and promotion to the Board of Trustees (after all appeals have taken place)

D. Visits by Chairs to Classrooms of Untenured Faculty

Each department chair shall be responsible for visiting the classes of each non-tenured department member at least once each semester and shall prepare a prose evaluation of each classroom visit within five days of the visitation. A copy of such evaluations shall be forwarded promptly to the non-tenured faculty member. Once a non-tenure track unit member is promoted to Associate or Full Teaching or Clinical Professor, classroom observations will be done once annually.

Upon the written request of a non-tenured faculty member, the Department Chair shall invite a tenured Associate or Full Professor of the department to accompany him on each classroom

visit. If, however, there shall be no tenured Associate or Full Professor of the department, then such non-tenured faculty member may request, and the chair shall invite a tenured Associate or Full Professor from another related department to accompany the chair on each classroom visit. Such invited other tenu

(1) Professional Leadership and Achievement

Including, but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in an academic or professional area; post-doctoral study in an accredited college or university or in recognized institutes of advanced study;

(2) Service to the University

Including, but not limited to, professional activities contributing to the good of the University, its colleges and departments which are not required of faculty members as matters of regular assignment, such as service on college or university-wide committees, service on professional boards or accreditation agencies as a representative of the University, and service on such task forces of the University as are, from time to time, established by the Chancellor and/or the Board of Trustees; service as an MSP officer or Board member; and leadership in the development and strengthening of significant programs and courses (including those in Continuing Education) which enhance the University's ability to fulfill its mission. In considering service to the University, recommending authorities also shall give special attention to those individuals who have acquired new skills and knowledge for the purpose of transferring to ne

governance procedures where appropriate); development, improvement and demonstration of professional competence as librarians; active participation in professional evaluation of library services for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of professional library responsibilities. Notwithstanding achievements made in other areas of librarian evaluation, professional effectiveness as herein defined shall be considered as indispensable for librarian advancement. A key element in librarian professional effectiveness shall be a record of positive contributions to the academic functioning of the University and its faculty, on behalf of research and instructional programs.

b. Research and Publication

Including but not limited to research funded by government agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and acknowledged professional publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings.

c. Service Contributions

Professional leadership and achievement, service to the University, and community service.

(1) Professional leadership and achievement

Including but not limited to recognition by learned societies or professional associations for demonstrated achievement or leadership at a substantial level beyond the University community and in a professional area;

Post-doctoral study in an accredited college or university or in recognized institutes of advanced study and the like.

(2) Service to the University

Including professional activities contributing to the good of the University which are not required of librarians as matters of regular assignment, such as service on college or university-wide committees, service on professional boards or accreditation agencies as a representative of the University, and service on such task forces of the University as are, from time to time, established by the Chancellor, the Board of Trustees, etc.

(3) Community Service

Including significant professional activities contributing to the good of the public sector which are associated with the professional librarian's professional expertise without remuneration.

F. Evaluation Credentials

1. Credentials for Faculty Evaluation

a. Annual Evaluation of Non-tenured Faculty

Up-to-date comprehensive vita (prior evaluations and rebuttals, if any); the individual academic plan; reports of classroom visits; written self-evaluations, student evaluations, course syllabi, and any other relevant support material submitted by the member, including samples of student work, when appropriate.

b. Merit Evaluation

Professional Vita for the particular evaluation period (prior evaluations and rebuttals may be considered); individual academic plans, written self- evaluations, reports of classroom visits, student evaluations, or any other existing relevant support material may be submitted, including course syllabi, and samples of student work.

c. Review for Personnel Action

Comprehensive Vita; existing annual and merit evaluations, alternative supplemental evaluations, rebuttals and written self-evaluations; existing individual academic plans, reports of classroom visits, and student evaluations; other relevant support material submitted by the member.

2. Credentials for Librarian Evaluation

In evaluating the performance of professional librarians and in formulating personnel recommendations established committees and academic administrators of the University shall utilize the same or analogous documents as previously described for faculty members except as follows:

- a. a representative sample of the librarian's work shall be included;
- b. copies of reports/summaries of professional conferences, meetings or workshops the librarian has attended shall be included;
- c. "Professional Librarian Effectiveness" shall be substituted for "Instructional Effectiveness" on professional vitae;
- d. "observations of performance of library duties" shall be substituted for "Required Classroom Visits".

3. Nature of the Professional Vita

- a. For annual evaluation, review for reappointment, nonreappointment, promotion, or tenure recommendation: A comprehensive professional vita (Appendix A-9) which shall show the accomplishments in the areas of (1) instructional effectiveness, (2) research and publication and (3) service contributions, and shall also include, among other items, certification of completed degree programs, progress reports of authorities supervising or directing advanced or post-doctoral study; samples of the candidate's publications, copies of recital or exhibition programs, reviews of publications, performances or exhibitions, and other materials constituting external evaluation of publication quality; and a corroborative documentation of research,

G. Written Evaluation of Unit Members by Chairs

Department Chairs shall prepare a prose evaluation of their unit members in accordance with the time tables and provisions of this Article. A copy of the complete tentative evaluation shall be provided to the unit member prior to being made final and prior to further submission.

Upon written request, a unit member shall be entitled to a conference with the Chair to discuss their tentative evaluation and to examine materials used by the Chair. Following the conference, the Chair shall write a final evaluation of the unit member and shall make a copy available to the individual prior to further submission.

A unit member shall have the right to file a written statement of rebuttal concerning the final evaluation. Such a statement shall be filed with the Chair and shall be made an attachment to their evaluation.

The deadline for filing such rebuttal shall be one work week following the day on which the Chair forwarded their final evaluation to the faculty member.

A unit member (whether or not they have requested a conference or filed a written statement of evaluation rebuttal) shall sign a statement that they have received their evaluation and has had an opportunity to file a statement of evaluation rebuttal. This statement shall be filed with the Chair no later than one work week following the day on which the evaluator forwarded their evaluation to the unit member and shall be made a part of the official record of evaluation. [In the case of the evaluation of the Chair by the Dean/Director, the statement, and rebuttal if any, will be filed with the Dean/Director.

H. Written Evaluation of Chairs by Deans

In accordance with the time tables and provisions of this Article, a copy of the complete tentative evaluation shall be provided to the unit member prior to being made final and prior to further submission.

meet theirs, including the timely submission of recommendations required in the review processes for merit and/or personnel actions. College Deans must see that all departments/divisions properly evaluate their non-tenured members in a timely fashion. The Provost shall keep systematic records of the review status of all non-tenured faculty and

ARTICLE X

NONUNIT FACULTY: PERFORMANCE OF BARGAINING UNIT WORK

Tenured or tenure-track faculty holding (or on temporary approved - full or partial leave from) a full-time professional position within the faculty/librarian unit under terms and conditions controlled by this Agreement, at the rank of Instructor, Assistant Professor, Associate Professor, or Professor, and full-time non-tenure track faculty as described in Article II, shall constitute, exclusively, the Professional Teaching Staff of the University of Massachusetts Lowell.

Tenure system faculty shall perform on a full-time basis a mix of assigned and self-directed work as defined in the Workload Article of this Agreement. Depending on the mix in the particular case, and subject to the teaching load reduction provisions of this Agreement and the provisions of the relevant College Workload Implementation Committee guidelines, if any, such faculty are subject to being assigned the maximum teaching loads set forth in the Workload Article.

A. Temporary Full-Time Faculty: Visiting Faculty

The University may hire Visiting Faculty under any appropriate title on a temporary full-time basis. Such individuals may be paid from donated endowment, overhead funds, grants, or any other source including state funding. Where state positions are used for this purpose they shall normally be "backfills." The aggregate number of full time visiting faculty from all sources in any given year shall not exceed a number equal to 10% of the total bargaining

professional life (or their choice of equivalent activity) apart from the University and its auspices. The University acknowledges its moral obligation to periodically review and maintain adequate pay rates for Lecturers.

(3) Consecutive Lecturer Contracts

If the University decides against issuing subsequent consecutive contracts to any Lecturer who has been issued consecutive contracts already extending over four or more consecutive academic years, the University hereby agrees that, absent any retrenchment situation or any other situation involving financial exigency, it shall make all reasonable efforts to give such Lecturer at least one semester's advance notice of such decision. The University also agrees that any Lecturer so notified may request a brief informal meeting to di

relationship existing elsewhere.

It is also agreed between the University and the MSP to exclude the category of Lecturer from the unit as a convenience and accommodation, based upon the mutual assumption that such an arrangement is and will continue to be desired by all parties in interest. However, the MSP reserves the right to petition for inclusion of Lecturers in its unit if it decides, in its revised judgment, that such inclusion would be in the best interests of the faculty of the University as a whole.

The University reserves its right to object to unionization of Lecturers, but it agrees that if such unionization is ever approved, they should be included in the faculty/librarian unit because they are performing the central work of that bargaining unit in portions of 01 unit positions whose annualized funding rates are properly included in calculations of unit full-time equivalents for the contractual total full-time unit employee equivalent salary amount. Similarly, if at any time a majority of individuals within the category of Lecturer petitions to unionize, the University and the MSP hereby agree that if the petition is granted, Lecturers should be attached to the faculty/librarian unit.

As nonunit members, part-time faculty/librarian (and full-time faculty on their behalf) may not file grievances. However, the MSP, in its discretion, may enforce the provisions of this Article through the grievance process.

4. Hiring Processes for Part-Time Faculty

a. Lecturer hiring

Lecturer positions need be advertised, affirmative action and related papers prepared, and departmental hiring priorities set no more than once a year. Individuals may be hired from the pool thus established at any time during the next year. Similar requirements shall apply to departments hiring large numbers of visiting lecturers and/or adjuncts.

b. Mini Pools

Departments hiring no more than two visiting lecturers and/or two visiting adjuncts in a given semester may hire from a mini pool without the need to engage in full affirmative action advertising each semester or year. A mini pool shall be established at least once every three years using full affirmative action procedures. Names may be subsequently added or subtracted from it during that period, provided that, the mini pool must at all times contain women and/or minorities. Upon establishment of the mini pool, during the three year period, one or two individuals may be hired from it in any given semester with no affirmative action filings required other than a simple list of the names and relevant characteristics of those currently in the mini pool, which shall be forwarded to the Office of Affirmative Action.

c. Consecutive Rehiring

Part-time faculty may be awarded one year appointments with the explicit provision that the second semester's employment is contingent upon subsequent need, funding, and written confirmation. Part-time faculty are normally hired for one semester or one academic year with no entitlement to be rehired. However, where in fact it is desired to hire again particular part-time faculty for similar duties for the next consecutive academic year, and such rehiring conforms with the provisions of this Article, their job need not be readvertised and another contract may be issued. A designated, accessible central administrator shall be charged with keeping hiring processes both efficient and fair.

5. Impact of Part Time Faculty on Unit Full Time Faculty Retrenchment

Except as may be provided in the conditions of Part-time unit members, per the

ARTICLE XI

AFFIRMATIVE ACTION PROGRAMS

Consonant with the other provisions of this Agreement, the Board, and the MSP agree they shall cooperate with each other in the implementation of any affirmative action program as required by federal or state laws, regulations, guidelines and policies and/or as adopted by the Board and in effect during this Agreement.

Accordingly, the Board and the MSP agree that every effort will be made to assure equality of opportunity in all aspects of empl

ARTICLE XIII

University the requirement to compile information and statistics in a form not in current use.

8. If despite the above, a plan or policy of retrenchment is necessary, full management and final judgment rights of the Board of Trustees are preserved, provided that, no retrenchment at the University may occur except in accordance with the provisions, criteria, order and procedures that follow below. It is further agreed that unit size may not be reduced in an arbitrary, capricious or unreasonable manner.

4. Retrenchment Reassignment Under Financial Exigency: All Unit Members

When financial exigency is involved, the Chancellor may in their discretion and upon request of the retrenched Unit member, authorize retention of such member where, with limited retraining, they would be able to perform in a vacant position.

C. Order of Retrenchment

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

1. The order of faculty retrenchment shall be as follows:

- a. Part-time faculty.
- b. Non-tenured track full-time faculty with fewer than six continuous years of service.
- c. Non-tenured full-time faculty.
- d. Non-tenured track full-time faculty with six or more years of continuous service.
- e. Tenured full-time faculty

2. The order of librarian retrenchment shall be as follows:

- a. Part-time librarians.
- b. Non-tenured full-time Librarians.
- c. Tenured full-time librarians.

D. Exclusive Criteria for Retrenchment Priorities

Within the above order of retrenchment the Board of Trustees, on the recommendation of the Chancellor, acting on the advice of the Administrative Council (comprised of the Chancellor, who shall be the Chair of the Council, the Provost, the Official Designee of the Chancellor of the University for purposes of implementation of this Agreement, and the academic Deans) shall determine the priority of criteria upon which Unit members are to be retrenched. Such priority shall be based on a consideration of the following criteria in proper perspective:

1. Length of Service computed in terms of years of service at the University from date of initial full time appointment in positions within (or which ultimately constituted) the faculty-librarian bargaining unit at the University of Massachusetts Lowell or its predecessor institutions. Subsequent authorized leaves of absence shall be counted where they advanced a relevant academic purpose.
2. Other considerations are:
 - a. Teaching excellence (or in the case of librarians, professional excellence) and

- contribution to the instructional program.
- b. Research productivity and recognized professional achievement
- c. Service to the University and its community.

It is understood that these considerations are normally (though not invariably) manifested by achievement of senior ranks.

E. Seniority

Most senior faculty or librarian members, as the case may be, shall be retained consistent with the provisions of Section D of this Article; provided, however, that a faculty member so retained is qualified in terms of training and/or experience to teach the remaining courses offered by the department.

F. Grievance Rights

Wherever there is application of the foregoing of paragraphs C, D, and E, above, any unit member who is aggrieved by a notice of retrenchment which is not in accordance with the inverse order of seniority shall, upon request, be notified of the reasons for such order as it relates to their not being retained. The unit member may challenge said reasons by filing a

remain on the recall list until (1) they have been offered reappointment to their former position, with equivalent tenure and the salary they would have received, except for Dean's and Chair's merit adjustments, had they not been retrenched, and no loss of benefits, or (2) said unit member no longer is covered by the provisions of this Article.

I. Other Rights

Nothing contained in this Article or in this Agreement shall supersede or abrogate the rights

ARTICLE XIV

TERMINATION, DISMISSAL, AND RESIGNATION POLICIES

A. Termination

Termination is defined as the nonrenewal of contract of a non-tenured member of the faculty and professional library staff. Due notice of intention to terminate must be provided to faculty and professional library staff by the Chancellor as follows:

Termination subsequent to the end of the second year of service: notice provided by September 15 of the year of termination.

Nonreappointment of non-tenured Unit members made at a time up to September 15 of their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing; nor shall the academic or professional judgment involved therein be subjected to Article VI (Grievance). Subsequent to September 15 of the fourth full

- c. Dereliction or incompetence in the performance of duties, which dereliction or incompetence must be directly and reasonably or substantially related to the fitness of the faculty member or librarian in their capacity.

2. Due Process for Dismissal Hearings

Removal of a bargaining unit member shall be subject to the following procedures.

- a. Initiation of the Process by Provost or Chancellor (“Initiating Officer”)

The initiation of the process for dismissal shall be by the Provost or Chancellor (“Initiating Officer”), who shall, throughout all stages of this procedure,

- x. The University will bear any costs of the hearing procedure, except that the individual concerned will be responsible for any fees they incur for advisors, expert witnesses, and other defense expenses.
 - xi. A tape recording of the hearing shall be made and shall be provided to the individual unit member concerned promptly upon request. This tape coupled with the documentary evidence shall be the official record of the inquiry.
 - xii. Either party requesting a transcript of the hearing shall bear the cost. If a transcript is mutually desired, the cost shall be shared equally by the individual unit member concerned and the university.
 - xiii. The individual unit member concerned or their representative and the Initiating Officer shall be allowed to present opening and closing arguments.
 - xiv. The burden of proof by clear preponderance of the evidence is on the Initiating Officer.
- e. Report of the Standing Committee of Inquiry

Upon conclusion of the hearing, the Chair of the Standing Committee of Inquiry shall, on the basis of all evidence in the record, render a written report to the Initiating Officer and Chancellor, reflecting the rationale of the Standing Committee including findings of fact and a recommendation that such findings warrant dismissal or do not warrant dismissal. The recommendation of the Committee is not binding upon the Chancellor, who may dismiss all or some of the charges and/or may file a formal complaint with the Board of Trustees.

Within fourteen days after receipt of the written report of the Chair of the Standing Committee, the Chancellor shall, in their sole discretion, decide whether to further pursue a formal complaint against the individual with the Board of Trustees and shall provide a written notice of their decision to the Initiating Officer, the Chair of the Standing Committee of Inquiry, the individual unit member concerned and the MSP.

- f. Chancellor's Complaint to Board of Trustees

Upon receipt of complaint filed by the Chancellor, the Board of Trustees shall convene a Committee of its members to investigate all charges. On written request of the individual, such Board Committee will grant the individual charged a full hearing and will provide such individual charged with at least thirty (30) days notice of such

ARTICLE XV

ACADEMIC FREEDOM AND RESPONSIBILITY

A. Academic Freedom

The Board and the MSP endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education, such as the 1940 AAUP Statement on Academic Freedom which includes the following statement:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good, depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom carries with it duties correlative with rights.

The teacher is entitled to full freedom in research and in the publication of the results of their research, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon understanding with authorities of the Institution.

The teacher is entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. The teacher is a citizen, a member of a learned profession and a member of the faculty of an educational institution. When they speak or write as a citizen, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a learned person and a member of the faculty he should remember that the public may judge their profession and their Institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and make every effort to indicate that they are not an institutional spokesman, except in circumstances where they are expressly so designated by the Trustees or by the Chancellor."

B. Faculty and Librarian Rights

Unit members shall not be disciplined, discharged or deprived of any benefit for exercising their rights to academic freedom, or for exercising their rights protected under the First and Fourteenth Amendments of the United States Constitution or the parallel provisions of the Massachusetts Constitution, or for exercising their rights to full and broad discussion of all subjects covered by or pertaining to this Agreement.

ARTICLE XVI

semester with only one preparation per semester, a maximum of 19 students per section, and courses and related activities scheduled not more than four days per week, in accordance with Article II.A.1.(b).

All provisions of this Article not consistent with the above terms shall be considered null and void.

A. Faculty Service Requirements: General Provisions

1. Academic Year

The Academic Year shall comprise the weeks between the period bounded by September 1 and May 31 when classes and final examinations are scheduled. Its specific delineation shall be made on an academic calendar prepared in a manner and reflecting a general overall configuration that accords with established practice. The normal week shall be Monday through Friday during which time faculty shall fulfill their responsibilities to the University consistent with the provisions of this Agreement. Faculty may teach or give final exams as part of their regular workload outside normal established working days and hours only with the explicit agreement of the MSP. The MSP recognizes the need to preserve the academic flexibility and viability of programs. Accordingly, such agreement shall not be withheld unreasonably and when such administrative request is made in writing with reasons provided, written reasons for such denial shall be provided by the MSP to the University Administration.

2. Full-Time Obligation of Faculty Members

Appointment on a full-time basis obligates the faculty member to render full-time services to the University throughout the official academic year. Accordingly, faculty members shall not hold other full-time employment during the official academic year.

3. Management Prerogatives

a. Nonacademic Year Activities

It is understood that nothing in the above shall prevent the University from scheduling meetings, commencement ceremonies, registrations, or other academic events at other reasonable times - including the one-week period prior to each semester. It is further agreed that faculty may have a moral obligation reflected in traditional concepts of academic professionalism to attend or participate in most of such events or activities, and the MSP agrees to cooperate in encouraging such participation.

b. Permissible Extra Compensation

Except where specifically prohibited or regulated elsewhere in this Agreement, it shall be permissible for the University to contract with individual faculty and professional librarians to perform specific work activity outside of the scope of

this Agreement as to type of work or amount of work permitted, or outside the instructional period which is provided for by the academic calendar, or beyond established practice as to normal day and hour parameters, and to pay supplementary compensation and/or mileage for any such activity. Amounts of contracts with one individual shall not exceed 20% of base salary in a twelve month period without the explicit consent of the Chancellor of the University. All work exceeding \$5,000 shall be preceded by internal notice to relevant faculty or professional librarian permitting open applications (with notice once every three years for ongoing work needs), but no grievance rights of any kind shall apply to this requirement.

c. Securing Commitment to Graduate Programs

Where student demand for some University graduate programs requires the scheduling of such courses beyond normal time parameters, individual faculty may commit to the teaching of such courses and the University may enforce such commitment as a last and necessary resort on a reasonable and equitable basis, where such commitment has been or currently is a part of the understanding surrounding the hiring of an individual faculty member; and, as a last and necessary resort on a reasonable and equitable basis, for a three year period where it is required and made as part of a particular successful application for University Scholar/Professor Status, or where it is made part of permissible College scheduling devices

B. Faculty Rights and Privileges

1. Assigned and Self-Directed Work

During the academic year, a faculty member's responsibilities shall consist of both institutionally assigned activities AND self-directed professional work. The former shall be conducted at times and places as ma

at the University of Massachusetts Lowell

c. Departmental Scheduling Considerations

Course assignments and course schedules shall be determined within the department, with due consideration of the following in reasonable perspective: seniority (most particularly in specialty courses), qualification, skill and ability of instructional personnel, equity, hardship, and the overall academic needs of the Department.

d. Maintenance of Scheduling Matrix

Faculty workloads shall be assigned in a manner compatible with the established overall scheduling matrix for the University and for the college and program involved, and no significant or consequential change in that scheduling matrix may be made without prior consultation with the MSP. It is understood that the University may make normal and appropriate changes in physical conditions or technical and administrative processes, but that such changes may not subvert the established overall scheduling matrix or other arrangements secured by this Agreement. Scheduling deadlines established by the Registrar for departments, and their associated procedures, may not be changed consequentially without prior consultation with the MSP. Faculty assignments will not be altered without individual faculty consent after six (6) weeks before the start of the next semester except for reasons that justify the major disturbance of the faculty members' preparation efforts. Assignment shall not be altered after three (3) weeks before the start of the semester except in cases of enforceable and demonstrable emergency.

2. Graduate Teaching Assistants, Graduate Research Assistants, and Student Assistants

The University recognizes that enrollment patterns have and will likely continue to undergo substantial changes. In order to help offset the unevenness that these shifts have caused and could continue to cause in the workload distribution among colleges, the University agrees to continue to review the distribution of Teaching Assistants and Student Assistants among the colleges and to redistribute and/or increase the number of Teaching Assistants and/or Student Assistants within resources available for this purpose. Specific attention will be paid to increasing the number of Teaching Assistantships assigned to a college which has experienced, or is projected to experience, a substantial increase of FTE students enrolled in college courses, especially college laboratory courses.

Graduate Teaching Assistants and Graduate Research Assistants are provided University grants primarily in recognition of scholarship achievement and are assigned to faculty members to assist in research, instruction, and other professional duties. Within the availability of appropriations for this purpose, the University shall make every reasonable effort to assign Graduate Teaching to regular faculty members within the college in which

express a need for Assistants. The allocation of graduate and undergraduate student assistants among departments within a college will be determined by the College Dean in consultation with the Department Chairs after the needs of each department have been evaluated. Allocation of Graduate Assistant positions among colleges shall be made by the Provost, after consultation with the College Deans and with the Dean of the Graduate School, with priority given to those colleges and departments demonstrating the greatest ongoing need for such assistance in order to carry out their academic programs, provided that some supplemental allocation may be made to encourage University affirmative action objectives. Such Graduate Assistants shall be limited to those departments which have graduate programs.

Undergraduate Assistant positions shall be assigned on the same basis as Graduate Assistant positions, except that there shall be flexibility in assigning undergraduates to faculty members in departments other than that of the student's major when mutually agreeable to the faculty member and student involved. It is understood that Undergraduate Student Assistants may not be utilized to teach or to make evaluative judgments about student course work; and it is further understood that they may perform clerical tasks, filing and errands in connection with examinations, grade records, and other sensitive material only under close supervision and on the personal responsibility of the supervising faculty member, and that in no case may such students deal with such material that affects them personally.

If possible, the University agrees to make available to each college a separate funding line to permit the hiring of graduate and undergraduate student assistants for clerical tasks.

E. Teaching Load for Full-Time Faculty

It is recognized by the Parties that the desirable teaching load for the full-time faculty of the University as a whole is commensurate with a 15 to 1 ratio of full-time equivalent students to a full-time equivalent faculty.

1. Designation of "Full-Time, Equivalent Student" Enrollment

The full-time equivalent student enrollment is defined as the sum of all undergraduate credits earned per academic year and divided by 30, plus the sum of all graduate credits earned per academic year and divided by 24.

2. Designation of "Full-Time, Equivalent Faculty

In any college, the number of full-time equivalent faculty is defined as the sum of all full-time faculty positions in the percentages which such positions are allocated to that college, including department chairpersons, plus the sum of all full-time equivalent undergraduate and graduate students receiving instruction from part-time faculty per academic year, and divided by the appropriate college ratio.

3. Instructional Differentials

In determining the ratio of full-time equivalent students to faculty for each of the colleges of the University, the parties acknowledge the necessity for establishing basic instructional differentials and for providing faculty research opportunities. Accordingly, the following basic instructional differentials among disciplinary areas are acknowledged: usually low ratios of students to instructors in hospital supervision of nursing students, on-site supervision of student teacher

F. College Teaching Loads

1. College Ratios

In order to account for the instructional differentials which exist among the disciplinary areas and to provide equitable opportunities for institutional research in all colleges, it is recognized that the teaching load in each college is commensurate with the following

4. Calculation of Enrollment

Calculation of enrollment shall reflect the number of students enrolled in courses after the end of the drop/add period at the beginning of each semester.

5. Workload information

No later than forty-five (45) calendar da

c. Basic Teaching Load for Research Faculty

A basic teaching load pursuant to the terms of this Agreement of not more than 18 credit hours per year shall be granted to all faculty members who are engaged in active research or publication. It shall be the objective of the scheduling process that such faculty taken as a group in each college should teach at a ratio not exceeding an average of 15 to 1, and that the amount of credit hours and/or student credit hours taught by such faculty as a group should be less than that which should be assigned to faculty as a group not pursuing research. The workload implementation guidelines or collegial processes of each college should include a process for determining which faculty are engaged in active research or publication.

2. Minimum Teaching Load

The teaching load assignment for each individual faculty member will consist of at least three contact hours per semester (exclusive of thesis supervision) and at least 200 student credit hours per academic year, or direction of graduate thesis or equivalent combination⁹ during each semester. The Provost may waive this minimum in their discretion. No grievance rights of any sort shall attach to their failure to agree to such waiver; however no such waiver may be granted by him where the University has failed to meet other contractual objectives due to an insufficiency of resources.

3. Maximum Teaching Load

Except as provided in Part 1 of this Article an individual faculty member will not be required to teach more than nine (9) contact hours per semester unless the first nine (9) contact hours assigned to the faculty member generate less than the minimum required 200 student credit hours for the academic year, in which case additional hours will be assigned until they achieve either two hundred (200) student credit hours per academic year or twenty (20) contact hours per semester. Except as provided immediately above and except for instructors who may be assigned a basic 24 credit hour load, no faculty member shall be assigned a teaching load that exceeds

promulgated by the Office of Academic Affairs. Decisions for appointment to same shall be made and announced before the schedule is due from the Department for the semester covered by the appointment. Where this is not done, the Department Chair may elect in their sole discretion to treat the appointment as occurring in the next following semester. The judgment exercised in appointing University Professors and University Scholars is not grievable.

d. Workload Buyout

In order to provide additional opportunity at the University to pursue funded research and development activity, the Parties agree to allow Unit members to buy out time during the academic year. For the purpose of establishing the cost of this buyout provision, the "normal" workload is defined as nine (9) credit hours per semester. A faculty member may buy out one or more courses at a rate of one-ninth (1/9) of their semi-annual salary for each credit reduction below 9 credits except that the maximum amount for a buyout shall be \$15,000 per course. This calculation is to be applied each semester for which buyout is requested. The member's department will receive an allocation for one temporary Visiting Lecturer per course buyout at the current rate. [However, if the total number of buyout courses in a given program exceeds twelve (12) credits for each semester in an academic year, then the department should receive authorization to hire the equivalent of a temporary full-time faculty member at a salary not to exceed the salary level of the member on buyout who has the lowest salary of all department members on buyout.]

This buyout provision applies only to individuals seeking additional time to pursue scholarly projects funded through the University of Massachusetts Lowell (cf. Article XX, B). A person working under a buyout provision is exempt from most minimum contact hour and credit hour provisions of this Agreement, provided that, a faculty member may not buyout below three semester credits without the consent of the Chancellor of the University.

To further promote research, in the case of small grants and for periods of one or two semesters in areas and situations where expectations of large grants are unreasonable, the Provost may, with the positive recommendation of the Department and the College Deanr a3 Tccw2I eliminated with regard to the overall needs and best interests of the program(s).

In developing the guidelines, each Workload Implementation Committee Team shall consider the amount of the total college workload that will have to be carried by each department in the college; the approximate pattern or distribution of workloads including criteria and processes for allocating reduced workloads of all sorts¹⁰, including the number of research or administrative duty reductions, except where otherwise controlled by this Agreement; reasons and priorities (in terms of intended overall college purposes, not by individuals) for loads less than twenty-one (21) credit hours per academic year; the distribution of class sizes within the colleges taking into account the possible need for small as well as large classes¹¹ and the soundness of the academic impact of the proposed distribution; and other workload matters that may be appropriate for resolution at the college level.

4. Development of Guidelines

Whenever it is available, upon request, the Provost shall send to each College Workload Implementation Committee a best estimate of the FTE's that the college will have to serve in the coming academic year; a best estimate of the amount of part time instructional resources that will be allocated to each college for the coming year; the number of people who will be on leave (sabbatical or other) or on split time for the coming year; and the number of temporary full-time faculty who can be hired to replace such Unit members (as accurately as can be stated on April 1st) that will be assigned to each department for the coming academic year; and a reminder of any pertinent matters relating to accreditation, advanced graduate or other new program development, or other academic matters relevant to the Committee's deliberations.

If after a reasonable period of time the two team components of the Implementation Committee cannot reach agreement, each side shall submit its "Last Best Proposal" to the Provost who, within one month, shall make final one of the two sets of proposed guidelines. Except as hereafter provided, the decision by the Provost shall be final and shall not be subject to the grievance procedure of Article VIII of this Agreement.

No individual may file a grievance relative to the two sets of guidelines. However, the Official Designee of the MSP may file a grievance of behalf of a department or college when the final guidelines rendered by the Provost constitute what the MSP believes to be an unacceptably dramatic departure from the previous pattern of distribution of departmental obligations or of "03" funds allocated to departments or to the college, or the pattern of distribution of workloads assigned within a given college to full-time members. Such a grievance shall be resolved by one of the two procedures specified below and shall proceed no further:

¹⁰ *The test for such reductions provided for research or for the activities of Chairs, Coordinators, etc. is that the work involved in the activity for which the reduction is granted must be demonstrably proportionate to the reduction.*

¹¹ *Should a College Workload Implementation Committee believe that*

- a. Return the guidelines to the University-wide bargaining table with the University and MSP Bargaining Teams;
- b. Return the guidelines to an arbitration team especially constituted for this purpose, the membership of which is mutually agreed upon by the MSP Official Designee and the Provost. (Appendix A-12 processes may be used.)

The use of either of these alternative procedures shall not delay the implementation of the Provost's set of guidelines in the interim if that implementation is necessary, in their opinion, to make workload assignments in time to assure the start of classes in the next semester.

No guidelines are valid with contractual force until a copy is provided to the MSP Official Designee, the MSP Secretary, the MSP President, the Provost, and, if they are not otherwise involved as set forth above, the Provost, and reviewed for conformance with this Agreement.

PART II. The Workload of Librarians

A. General Provisions

The provisions of this Article shall apply to all professional librarians assigned to O'Leary and Lydon Libraries and to any branch library established in the future by the University.

- a. The nature and scope of professional duties performed;
- b. The time period during which said duties are to be performed;
- c. Activities undertaken in any of all of the following areas:
 - (1) Professional activities including positions of leadership in professional or scholarly associations;
 - (2) Research, publication and creative activities; (3) Advanced graduate study; and
 - (4) Contributions to the University community.

C. Work Year

All librarians, of whatever rank, normally shall be employed to work a twelve (12) month year. Where feasible, librarians shall be permitted to elect to work a nine (9) month year, from September through May, at 9/12 (3/4) of salary and proportionate reduction in other benefits by application for

No librarian shall be required to work more than seven and a half (7-1/2) hours per day, exclusive of periods taken for meals.

Except in times of financial exigency, librarians with several years service shall not be

to the librarian.

G. Internal Titles

The internal professional titles of librarians shall not impact upon professional librarian rank as defined and controlled by this Agreement. Any disagreements regarding these internal titles shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost or their designee.

Should the Director of Libraries declare a professional librarian vacancy to exist, they will appoint a Committee to review candidates and to make recommendations in accordance with announced procedures. The Director will then make their recommendation to the Provost who will make the final recommendation. (But this process too and any internal titles involved shall not impact upon professional librarian rank.) Any disagreements that might arise out of this process shall not be subject to the grievance procedure of Article VI, but shall be resolved by the Provost or their designee.

H. Librarian Professional Role Discussions

The MSP Librarian Representative should see to the election by all librarians of a committee of five (of which at least two shall be Associate Librarian or Librarian) to meet periodically and informally with the Director (and other administrators, as the administration shall deem appropriate) to consider matters of professional interest. They should also undertake systematic consideration of issues of workload, staffing, career ladder, administrative duties, etc. and consider whether the long established contractual arrangements that provide a framework for library careers are still consonant with the changes in the role of the library in the University. They shall strive to produce a joint report to inform the bargaining process for the next contract.

PART III. Special Provision

A. Indemnification of Members of the Bargaining Unit

The Parties recognize that members of the Bargaining Unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws, and should receive any protection provided therein when possible and appropriate.

B. Patent Policy

The Parties agree to the provisions of "Statement of Policies, Principles and Administrative

specifically created as well, the University Research Foundation (hereinafter Office of Research Administration (ORA)) and then authorized arrangements under which faculty might share in the proceeds of Contracts with that Foundation; and under the terms of this Agreement which has been made and ratified under the broad authority of the collective bargaining empowerment statutes and subsequent interpretive decisions; that faculty may enter into contracts with or "receive grants" through the ORA, share in the proceeds of ORA administered Grants and Contracts, prepare such grant applications on University premises and during the hours and days of the regular academic year, utilize University facilities for such purposes under established rules, attempt to arrange with appropriate University officials for use of University facilities or other University "contribution" in support of such grant or contract under established rules and procedures, and engage in other related activities guaranteed by this Agreement and by established practice. It is further agreed that the ORA individual faculty overhead accounts, time calculation practices and other established practices in which research faculty have a legitimate interest and concern shall not be significantly altered by the University without prior consultation with such faculty and the MSP.

D. Workload Grievance

It is understood and agreed by all the Parties that in the event a Unit member should believe they were aggrieved by any decision which was rendered as a requirement of this Article, such individual may use provisions of the grievance procedure, Article VI to Level II (the Chancellor), except as noted elsewhere in this Article. The decision of the Chancellor shall be final unless such decision is alleged to have been arbitrary or capricious in which case the aggrieved may appeal for remedy through submission to binding arbitration as provided in Article VI.

Where faculty are in conflict over workload issues within a Department, all of the individuals involved may utilize this process. The grievance(s) shall be heard in the first instance at the Department level and it is understood that a College Dean or the Chancellor (or their designee) shall not overrule Department workload decisions made through reasonable and proper processes except for good reasons stated in writing.

It is understood that nothing in the above shall be construed to limit the grievance rights of the MSP as defined elsewhere in this Agreement.

Whenever possible, faculty members shall be notified of their workload and schedule for the

F. Workload Committee Study

During the term of the Agreement, the joint Workload Committee will continue its study of and make recommendations on all other issues, including workload, departmental support needs, numbers of full-time tenure track faculty, part-time faculty and the possible benefits of creating full-time nontenure track faculty positions; the parties shall mutually determine whether to implement any of the recommended changes during the term of this Agreement.

The responsibilities of each Department Chair shall be to promote the academic and intellectual growth of their department and the effective use of the educational resources and programs within the department in meeting the objectives of the College and the needs of the students.

The Department Chair shall be responsible to the Chancellor of the University through the College Dean who has overall authority and responsibility for the College, and through the Provost who, as chief academic officer under the Chancellor, has primary responsibility for university academic programs and authority over all Colleges, the Office of the Registrar, and the Library of the University. Matters within the jurisdiction of any of the several Vice Chancellors which significantly impact the members of the bargaining unit shall be reviewed before promulgation by the Provost for compliance with contractual agreements, the Provost being charged by the Chancellor of the University with ensuring contractual enforcement.

1. Specific duties of the Department Chair

During the academic year, when Department faculty are contractually available to the Chair, each and every Department Chair shall stand ready to provide to a reasonable extent and at mutually convenient times, advice and consultation, either in person or by phone and/or memorandum, to the Division of Continuing Education and its Departmental and/or College Coordinator as to the academic appropriateness of particular course requirements and/or the hiring of particular faculty for particular courses within the Chair's area of expertise that may be offered in the various Continuing Education programs. Such advice and consultation shall in no way duplicate or replace the activity traditionally performed by Departmental and College Coordinators and shall have as its purpose the maintenance of academic standards in Continuing Education programs consistent with those in regular University programs. It is agreed that since activity on behalf of Continuing Education falls outside the scope of regular unit compensation, in return for the Chairs standing ready to make such advice and consultation available over the course of the semester, the Continuing Education account may be charged appropriately.

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

2. Formula for Chair Compensation

Compensation for carrying out the responsibilities associated with being Chair of a department shall be determined based on the complexity of the department according to the following model:

Nine factors are considered in determining the complexity of a unit.

Five of these FACTORS are important indicators of the size of the department:

- 1a. Total headcount MSP faculty
- 1b. Total number of adjuncts (defined as adjuncts teaching in day program and adjuncts teaching day program courses online).
2. Total FTE students taught within department based on on-load courses (continuing education courses not on-load are excluded)
3. FTE tenured and tenure-track faculty
4. Number of undergraduate student majors
5. Number of graduate student majors

The compensation model includes six levels of compensation for each FACTOR with an assigned fixed dollar compensation value for each level.

Factors 1 and 2 carry the most weight because they are strong indicators of the scale of a department. Factors 3 to 6 have significant overlap with factors 1-2 and, thus are counted at half (.5) the value of the level. The calculated score is divided by 3.5 to adjust to a 5-point compensation scale.

Points	Headcount Faculty Factor 1A	Headcount Adjuncts Factor 1B	FTE Students Factor 2	T & TT Faculty Factor 3	Undergrad Majors Factor 4	Graduate Majors Factor 5
1	1 to 6	1 to 4	1 to 100	1 to 6	1 to 60	1 to 50
2	7 to 12	5 to 9	101 to 200	7 to 10	61 to 100	51 to 100
3	13 to 18	10 to 14	201 to 300	11 to 16	101 to 200	101 to 150
4	19 to 24	15 to 19	301 to 400	17 to 22	201 to 300	151 to 200
5	25 to 30	20 to 24	401 to 500	23 to 27	301 to 400	201 to 250
6	31 or more	25 or more	501 or more	28 or more	401 or more	251 or more

Base Stipend Amount per levels are as follows:

- Level 1 = \$ 9,000
- Level 2 = \$11,500
- Level 3 = \$14,000
- Level 4 = \$16,500
- Level 5 = \$19,000
- Level 6 = \$21,500

In addition to the Base Stipend Amount, a set of four additional complexity factors (physical facilities, funded research, additional degree programs, and size complexity) is considered separately and may increase the Chair Stipend at the rate of an additional \$500 per point as follows:

Four Complexity Factors:

1. Management of physical facilities - lab space, performance and/or exhibit space (1-4 points)
2. External research funding (1-6 points)
3. Additional undergraduate major(s) [not continuing education; and BS and BA are equivalent] or additional graduate programs in a single department (0.5 point each)
4. Size complexity: FTE students taught above 600 (0.5 point for each additional 100) and headcount of majors above 500 (0.5 point for every additional 100 majors)

Any currently seated chair that would experience a decrease in Chair compensation as a result of applying this new model will be grandfathered for their current term.

This agreement supersedes Article XVII paragraph D(2) of the collective bargaining agreement regarding summer compensation and additional compensation for chairs. The stipend outlined above constitutes the only additional compensation to which chairs will be entitled for carrying out the duties of the chair role. Chair Stipends are inclusive of all work assignments throughout the calendar year.

3. A committee shall be established to review and make recommendations on issues including, but not limited to, the following: the current duties of chairs; the formula for compensation; the option to choose, subject to the approval of the Dean and departmental needs, between a nine month and twelve month contract; the provision of support services; and, the division of duties and compensation between chairs and associate chairs. The committee shall be comprised of five members: one selected by MSP; two selected by the Administration; and two chairs selected jointly by MSP and the Administration. The Committee shall complete its work preferably by June 30, 2012, but not later than December 1, 2012 and submit its recommendations for consideration by the Provost and the MSP Board. The Administration acknowledges that resources and funds will be made available to fund recommendations that both the MSP and Management agree upon.

D.

grievance unless the reasons are arbitrary, capricious, or violative of academic freedom.

2. Outside Chairs

faculty shall be eligib

1. Upon presentation to the Dean of the College during the academic year of a petition signed by a majority of all of the faculty members of the department, excluding the Department Chair of that Department, the Dean shall give fourteen (14) days written notice to all members of the Department after consultation with the Chancellor and the MSP, setting forth the time, date, and place, of a meeting to consider the recall petition and to vote whether to recommend to the Chancellor that they declare a vacancy to exist.
2. The MSP Chair, or their designee, shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and department vote.
3. A vote of three-fifth ($3/5$) of all department members shall be require

K. Workload Reduction for Department Chairs and Others

An individual who becomes a Chair shall have their normal workload reduced automatically by three hours per semester by virtue of the increased duties and obligations inherent in the position of Department Chair.

A Chair may obtain a further workload reduction from the Dean of their college and under the guidelines of the College Workload Implementation Committee (if any) if such further workload reduction is warranted by the size and complexity of the Department and its program(s).

Provided, however, the workload for a Departmental Chair shall not be reduced, due to said status, to less than three hours per semester and shall not be in excess of nine (9) hours per semester.

Provided further than the Chair's position and the teaching duties of the Chair shall be included in the determination of student credit hours and full time equivalent student/faculty ratios.

An aggrieved Chair may appeal to the Provost on any issue relating to their reduced workload. The decision of the Provost shall be final and binding.

The reduction received by a Department Chair for being Chair shall not restrict their right to apply for a research reduction according to the provisions of Article XVI, Workload, or to utilize any other reduction that may be appropriate or available under the provisions of this Agreement.

As union business reasonably requires, a workload reduction of a reduced workload of three (3) credit hours during the academic semester 6 (six) credit hours per academic year for the MSP Treasurer and MSP Grievance Coordinator; and 9 (nine) credit hours per academic year for the MSP President or the equivalent for a librarian if applicable (irrespective of and in addition to any other reduced workload granted the individual under this Article or Article XVI) shall be granted. to the MSP President, the MSP Treasurer, and the MSP Grievance Coordinator. The Vice President and Secretary shall for reasons and the same conditions described above receive a reduced workload of three (3) credit hours during the academic year. (The MSP President, Vice President, Secretary, Treasurer, and Grievance Coordinator shall be entitled to preferred scheduling flexibility to facilitate performance of their duties.)

The University shall provide specifically identified part-time faculty, in addition to that normally provided to a department, to teach courses normally assigned to officers on released time. Departments shall continue to receive the FTE for courses assigned to part-time faculty.

It shall be permissible for coordinators of graduate and other special academic programs or other individuals performing supplemental academic administrative duties, to be granted

some workload reduction by colleges or departments in accordance with appropriate procedures, and it is recommended that they do so where the reduction is demonstrably proportionate to the amount of extra work involved.

L. Department Committees

1. The members of the department shall elect the membership of those departmental committees specified by this Agreement.
2. Other department committees may from time to time be established pursuant to departmental procedures and for purposes not in conflict with this Agreement.

M. Assistant Deans: Retention of Unit Rights

If Assistant Dean positions are filled by individuals who come from the Unit, they shall not lose their unit rank and tenure rights; increments received for and upon entering administrative service shall be reviewed and proportionately reduced when they return to the Unit.

N. Academic Collegiality

Academic administrators, chairs and faculty shall strive to work collegially in mutual respect. Wherever the clear preponderance of a college's chairs believe strongly that the action of a Dean or other University administrator seriously violates academic collegiality, their objection shall be made known to the Office of Academic Affairs and a response shall be made within 48 hours by that office. Should this respond time not be met, the concern will move to the Chancellor for resolution.

The assertion of a collegiality violation is independent of and in no way limits contractual grievance rights or the legal obligation to bargain over changes in conditions and terms of employment.

O. Department Membership

For purposes of this Article, and for all other contractual purposes, each faculty member shall be a member of one department only and that shall be the department where they do the preponderance of their teaching. Where an individual does some work for another department, the Chair of their principal department shall consider that work in evaluations and related matters. It shall be permissible for the chair of the principal department, or for the individual faculty member, to solicit a supplemental evaluation of such additional work from the Chair of the other department and for that other Chair to write such supplemental evaluation where it has been solicited.

Such multi-department teaching situations may be arranged administratively through consensual collegial processes without the necessity of formal Board action provided that the individual holds a Board appointment in their principal department. In such instances, the

individual may use and be described in official documents by their formal appointment with the secondary program in parenthesis. Example: Associate Professor of Academic Studies (Performance). In special situations, and in situations where the individual does not hold Board appointment in what will be their principal department, formal Board appointment of Joint Appointment shall be required. However, regardless of the mode of recognition of the secondary program, no arrangement regarding secondary programs and/or departments shall in and of itself impact upon contractual provisions or requirements.

P. Colleges Without Departments

In small colleges that do not have departmental structures the college faculty shall elect a chair of the faculty who shall perform the evaluations and related functions required by this Agreement of the Department Chair. That individual and/or an elected college committee shall oversee the process of scheduling faculty teaching assignments; such assignments shall be subject to review by the Dean under the provisions of the Workload article of this Agreement.

Q. Department Chair Training

Each semester the University and the MSP will mutually agree to the terms and the scope of the mandatory training period for all depart

ARTICLE XVIII

SUPPORT SERVICES AND FACILITIES

A. Support Services

The University shall, within the limits of its resources, but as a high priority, provide to faculty members and other Unit members where appropriate, all normal, traditional and reasonable academic and professional support services and facilities. This shall include but not be limited to, office space, meeting rooms and/or lounges; equipment, furnishings,

C. Parking

Within normal working hours during the academic year, the University shall allocate and make available in designated lots sufficient total parking space to assure all Unit members a reasonably convenient parking space on the appropriate campus at the time of the unit's normal maximum presence on that particular campus. The specific allocation and accompanying regulations shall be made in a Joint Memorandum which shall be part of this Agreement. If the parking space allocation and/or parking regulations prove inadequate or excessive, they shall be promptly adjusted through subsequent Joint Memorandum of Agreement and, except in emergencies, such Joint Memoranda shall be the exclusive method of altering arrangements which impact the contractual parking rights of the Faculty/Librarian Unit.

The Chancellor of the University hereby agrees

F. Maintenance of Service Levels

The obligations imposed by this Article on the University and the MSP shall be a part of the continuing obligation to bargain, implement and perform in good faith.

To be eligible for any salary increase contained above, an employee must be on the payroll, including any authorized leaves of absence, on the effective date of such salary increase and either (1) on the payroll during the pay period during which such salary increase is implemented; or (2) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for the increase or any retroactive pay.

Merit Pay

Merit pay is suspended for the duration of this contract.

One Time Additional Payment

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees shall receive a one-time payment equivalent to one and one-half percent (1.5%) of their base salary rate (minimum payment amount of \$1,000) calculated after the implementation of FY21 and FY22 salary adjustments (if applicable) and prior to any subsequent adjustments.

In order to receive this one-time payment, a member of the bargaining unit must be on the payroll, including any authorized leave of absence, on the date of execution of this Agreement. Members of the bargaining unit on the payroll for less than twelve (12) months from the date of execution of this Agreement shall receive this one-time payment at a prorated rate.

B. Determination of Satisfactory Performance:

The Chair will make a recommendation to the Dean if they identify any bargaining unit members who do not meet the eligibility criteria for satisfactory performance. The Dean and the Provost will be responsible for making the final determination. A bargaining unit member shall receive notice of unsatisfactory performance and an opportunity to improve their performance in advance of receiving an unsatisfactory performance determination unless there is a reasonable basis for the University to not provide notice. It is the expectation, consistent with past practice, that the overwhelming majority of bargaining unit members will meet the eligibility requirements for satisfactory performance.

If a bargaining unit member is denied the base increase(s) stipulated above, they may have the denial reviewed by the Dean/Provost. If the Dean/Provost disagrees with the decision to deny the increase, the bargaining unit member shall receive the increase. If the Dean/Provost agrees with the denial, the bargaining unit member may request review of the denial by the Chancellor, who shall review all the circumstances of said denial. If the Chancellor disagrees with r may request

Employer did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining unit member shall receive the increase retroactive to the effective date. The panel's review shall be conducted on an expedited basis, without the submission of written briefs, and shall be final. The MSP/MTA and the administration will share equally in the payment of the arbitrator.

C. Merit Eligibility Criteria

D. Determination of Merit Pay Award

Merit awards shall be based on each bargaining unit member's assigned distribution of teaching, research and service as per the workload assignment for the individual bargaining unit member.

The merit pool will be allocated at the following 4 levels:

Level 1 – Satisfactory

Level 2 – Meritorious

Level 3 – Highly Meritorious

Level 4 – Outstanding

It is expected that the majority of unit members will annually be awarded merit at least at level 2 – meritorious award. All unilly 6(su6me)

Promotion Rates

All bargaining unit members shall receive the following upon promotion:

Assistant Professor	\$6,615 salary increase
Associate Professor	\$8,269 or a 10% salary increase, whichever is greater
Full Professor	\$13,230 or a 13% salary increase, whichever is greater
Associate Teaching	10% salary increase
Full Teaching	10% salary increase
Associate Clinical	10% salary increase
Full Clinical	10% salary increase
Assistant Librarian	\$6,615 salary increase
Associate Librarian	\$8,269 salary increase
Full Librarian	\$13,230 salary increase

Promotion salary increases will be implemented during the first pay period in September.

Any faculty member or librarian whose salary is currently below the minimums effective on July 1 of this agreement, shall move to the new floor before the increase(s) provided in Section A. shall be applied

Evaluation Deadlines

All Unit Members will be evaluated on the indicated schedule by their Department Chair in accordance with the provision of this section and the Evaluation Article of the Agreement. A copy of the evaluations made by the Chair (and alternative evaluations and rebuttals if any) will be forwarded to the appropriate College Dean (or Director of Libraries, as the case may be) in accordance with the following deadlines.

UNIT MEMBER MERIT EVALUATION DEADLINES

Unit Member Vitae/Document Deadline	Department Personnel Committee Deadline	Chair Deadline	Dean or Lib. Director Deadline	Evaluation Period
1/31/2018	2/15/2018	3/1/2018	4/1/2018	1/1/2017 - 12/31/2017
1/31/2019	2/15/2019	3/1/2019	4/1/2019	1/1/2018 - 12/31/2018
1/31/2020	2/15/2020	3/1/2020	4/1/2020	1/1/2019 - 12/31/2019

importance to the University; off campus library use fees; dues for professional journals and/or society memberships; and other appropriate expenses acceptable under establish practice and/or which contribute to professional development and/or meet other agree upon professional and/or University needs. Equipment purchased through the University with Professional Development funds shall remain the property of the University.”

F. University Merit-Equity

1. Reclassification: Equity / Merit Provisions

The parties agree that among University Faculty and Professional Librarians, the most significant normal mode of recognition of long run meritorious accomplishment is achievement of higher rank. Therefore, the parties agree to the following program of salary adjustment to insure that achievement of each higher rank coincides in equitable fashion with a minimum salary level, both initially and through time.

The University shall continue to fund initial promotion rank-merit increments such that the level of this funding shall be a specific flat amount of money for promotion to each of the various ranks and the average award for all types of promotions considered together shall be ten percent. In any year that resources do not permit immediate payment, the university shall have a debt against appropriate future funds. Individuals shall receive either the promotion increment or shall be moved up to the appropriate established minimum for their new rank, whichever is the greater.

The University agrees that it shall continue to make promotions at all ranks (and under the "grandfather" clauses) over the life of this Agreement in an overall number which shall approximate the rate of promotions which has prevailed since the merger that created the University of Massachusetts Lowell. This obligation is undertaken to assure a reasonable number of promotions of tenured unit members and shall not be interpreted in any manner whatsoever to obligate the University to grant promotions which carry simultaneous tenure.

2. University Professional Development Program

Professional development being essential to the scholarly growth of the unit members, funds from the Chancellor of the University shall be awarded in the form of supplemental professional development grants as the Chancellor shall see fit to reward faculty (or librarian) accomplishment and/or in support of faculty (librarian) professional development objectives. In so doing, the Chancellor may consult with appropriate administration officials or faculty members.

3. University Salary Review Merit Recognition

Salary Review shall continue as a long run University Merit process that permits adjustment of an individual member's salary.

a. Availability

(1) It shall be available in the following situations:

Tenured unit members are eligible to apply if they will have held their rank within the unit for at least three academic years at the end of the semester during which the review process takes place.

Non-tenured unit members may apply for salary review in any year during the period they are not tenured at the University with the special restriction that in proceeding through the review process set forth below, persons not receiving a positive recommendation at any review level may not proceed to the next review level.

In all instances, individuals seeking review shall do so on the grounds that:

the level of meritorious academic distinction they have achieved based upon their current and continuing level of achievement, and/or their career-long record of accomplishment, and/or their "personal market value" based upon the salaries paid for individuals of their level of accomplishment in their particular academic areas at comparable universities is not fully reflected in their salary rate and that therefore, an increase is warranted.

Achieving promotion is the recommended method of improving one's professional salary and academic position; consequently there shall be a strong presumption against salary review applications from contractually promotable individuals.

Since at the Full Professor rank, most applications shall claim a level of distinction, meritorious achievement and 'value' such as to justify an increase to a point beyond the target figure, (which is expected to be at or near the national average salary for Professors at all AAUP Category 1 Doctoral Institutions) the achievements of applicants shall be carefully evaluated in light of conditions, standards and salary rates at Universities across the nation.

All applications through category (1) are subject to the limitation on frequency of application noted below. Non-tenured unit members are eligible to receive temporary salary increments only; temporary increments being received by non-tenured individuals who achieve promotion shall expire.

(2) Temporary increment as part of starting salary for new hires.

The Chancellor may authorize a temporary increment along with a permanent salary as a part of a "salary package" for a new hire. The temporary increment may be renewed in the usual manner.

(3) Tenured or non-tenured unit members regardless of rank who achieve the distinction of obtaining a terminal credential in a critical area where such credentials are generally recognized to be extremely scarce in comparison to the demand.

Such persons may apply on the grounds that the receipt of the credential has produced a sudden radical alteration in their individual professional situation.

(4) Persons who submit resignations because of salary inadequacy

Tenured or non-tenured persons at any rank, who believe that their level of distinction, credentials, and accomplishment in their academic area (i.e., their personal "market value") is so out of line with their salary that they cannot wait for incremental adjustments through time and who submit with their application for review a legally binding letter of resignation effective at the end of the academic year and revocable only by mutual consent of the individual and the University, may apply. Persons applying under this category who are below their rank target figure and thus presumptively eligible for target program distributions, shall not waive eligibility for the immediate next such distribution as in category (1).

b. Salary Review Process

(3) Grievances

The MSP may grieve what it believes to be significant procedural violations only, for which procedural remedies only shall be appropriate. Decisions of lower level recommending authorities and decision of Salary Review panels shall not be grievable. Decisions by the Chancellor and the Board shall be exercises of academic judgment and grievable only to the extent the Agreement permits in such instances. (It is specifically understood that administrative judgments arising from the need to adjust awards to fit available funds are a form of academic judgment.)

c. Limitation on Application

A unit member who is granted a base increase adjustment may not apply for salary review for three academic years, starting with the year that the adjustment is made. There shall be no application restriction for those who are denied for Category a., (1). Category 1., (2), may be utilized only at the time of hire. Application under a., (3), may occur once for each critical credential at issue. Application under a., (4), may occur in any year when the conditions there set forth are met. In all instances, increments awarded are subject to available funds.

d. Salary Review Increases

A unit member may be awarded base salary increases that range from \$2,000 to \$15,000. Amounts required to exceed \$15,000 may occur provided that the parties agree with a higher amount.

4. Teaching Excellence Awards

The University shall provide in each year of this agreement a sum equal to \$1,000 for each Department consisting of less than twenty full-time faculty and \$2,000 for each department consisting of twenty or more full-time faculty. Each Department will be responsible for determining the criteria and procedure for granting their respective awards with the understanding that the departments will include student evaluations within the criteria they set for making such determinations.

Each Department will grant teaching awards in the same manner. Recipients of teaching awards are not eligible for consideration the following year.

G. Salary Adjustments for Individuals on Leave and Temporary Part-Time Status

1. Individuals on Sabbatical Leave

Individuals who are on sabbatical leave during some part of an evaluation period which falls within the duration of this Agreement are entitled to share in all annual salary rate adjustments provided therein for which they would be eligible had they not been on sabbatical leave. Such members will be evaluated for their research, publication, and service achievements for the

whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they were not on sabbatical leave. It is understood that actual salary adjustment payments will be in accordance with the established sabbatical leave payment.

2. Individuals on Leave Without Pay

a. Salary Rate Adjustments

Individuals on leave without pay shall have their annual salary rates adjusted according to the provisions of this Agreement as if they were continuously employed and not on leave. However, any such adjustments shall not become effective until an individual has been reinstated to the University payroll. Similar considerations shall apply to the placement payments under the reclassification program.

b. Merit Salary Rate Adjustments

Individuals on leave without pay during some part of an evaluation period which falls within the duration of this Agreement may be declared eligible for part or all of the merit salary annual rate adjustments provided therein if the leave activity is consonant with the purpose for which sabbatical leave may be granted. Declaration of such eligibility shall be at the sole discretion of the Chancellor.

If an individual is declared eligible for merit, they must be evaluated through the normal process for the appropriate evaluation period(s). Such an individual will be evaluated for their research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they were not on leave.

In order to qualify for part or all of the merit provisions of this Agreement, an individual who has been on leave of absence without pay during part or all of an evaluation period herein prescribed must apply for merit consideration through the Provost to the Chancellor and must include with their application a summary of professional leave activities.

The decision of the Chancellor concerning merit eligibility for an individual on leave without pay is not subject to the grievance provisions of Article VIII of this Agreement, and accordingly, no grievance may be filed relative to such a decision.

3. Individuals Temporarily On Less Than Full Time

Individuals who are temporarily on less than full-time status as a result of a "buy-out" arrangement which has been approved under provisions of this Agreement for the exclusive purpose of pursuing scholarly activities funded by external agencies through the University of Massachusetts Lowell are entitled to share in all salary rate adjustments provided by this Agreement for which they would be eligible if they were on full-time status. Such members will

be evaluated for their research, publication and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they teach. It is understood that the actual salary adjustments which are made for the period of less than full-time status will be in accordance with the individual's percent of reduction from full-time status.

Other unit members who are officially granted temporary part-time status shall collect pro-rated salary increases during the period of temporary part-time employment and shall be eligible to collect all full rate increases when full-time status is resumed. Where the period of part-time employment is part of an evaluation period for merit, it shall be treated as a partial leave of absence and the individual may be declared eligible for all or part of the merit increase under the terms of this Article.

H. Grievances

It is understood that all processes of: 1) Merit and Professional Development Awards; 2) University Salary Review Merit recommendations and awards except as specifically indicated above; 3) allocation of University Professional Development Program funds; 4) the Reclassification-Equity/Merit provisions; 5) Teaching Excellence Awards and 6) recommendations of the Salary Equity Study Committee are not subject to the Grievance Procedure of this Agreement.

No individual unit member may file a grievance related to any of the above six categories. However, in the case of an alleged failure to follow procedures of this Agreement which significantly affects an entire Department or College, or in the case of an alleged failure to follow procedures of this Agreement which significantly affects an individual adversely in a capricious manner, the MSP, through its Official Designee, may file or authorize filing of a limited grievance concerning procedure only, on behalf of a department or departments, a college or colleges, and/or an individual or individuals for which a procedural remedy only may be appropriate.

ARTICLE XX

- c. Notification of any absence for the purposes set forth in subsection A.1.b. of this Article shall be given by the Unit member concerned to the Chancellor or their designee as early as possible on the first day of such absence. If such notification is not made, such absence may, at the discretion of the Chancellor or their designee, be deemed an unpaid leave of absence. For any period of absence on account of sickness, the Chancellor or their designee may require, for the purpose or additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefore, such absence may be

Five (5) days after the exhaustion of their accumulated paid leave a member of the Sick Leave Bank may draw upon the Sick Leave Bank. A Unit member drawing upon the Sick Leave Bank is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank, not to the Unit member.

Bargaining unit members who are members of the sick leave bank shall be allowed to utilize the sick leave bank for a maximum of one semester, with extensions of up to two semesters after the approval of a joint committee comprised of the MSP President, the MTA Representative, the Human Resources Representative and the Provost's designee.

Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below fifty (50) days, the Vice Chancellor for Administration and Finance shall have the Director of Human Resources or their designee or other appropriate administrator notify the members of the Sick Leave Bank. (A copy of such information also shall be automatically transmitted to the Official Designee of the MSP.) Upon implementation and funding of this Agreement, the MSP authorizes the University to notify unit members that in order to continue to be a member of the sick leave bank they must contribute one sick leave day consistent with this Article. Any member of the Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice by the Director of Human Resources, assign one (1) additional day of their accumulated personal sick leave to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted their accumulated personal sick leave on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is entitled to personal sick leave; and provided further that such member shall retain all of their rights in the Bank until such period for assigning an additional day shall have expired.

The Vice Chancellor for Administration and Finance shall have the Director of Human Resources or their designee or other appropriate administrator inform each member of the collective bargaining Unit on or before September 15 of each year of the number of their accumulated sick leave days as of September 1 of that year. A copy of such information shall be transmitted to the President, at their request.

The University shall provide to the MSP President an annual report of the number of sick leave bank days used by each bargaining unit member during the previous year and the number of days remaining in the sick leave bank.

- f. Individuals who are retrenched pursuant to the provision of Article XIII of this Agreement and are later re-employed shall be credited with their sick leave credits as they existed at the termination of their previous service. In addition, any such individual shall be entitled to draw on the Sick Leave Bank, if they were so entitled on the date on when they left the employ of the University.

g. Unit member who receives disability compensation which is provided by statute and is entitled to any individual sick leave allowance may take such of their individual sick leave allowance payment as, (when added to the amount of the disability compensation provided by statute) will result in the payment of their full salary. The Sick Leave Bank shall not be used for this purpose.

h.

- c. Leave of absence with pay shall be granted to unit members on the occasion of appearances before local draft boards or draft appeal boards, or for physical examinations ordered by said boards.
- d. A unit member who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the time at which they are ordered to report to the draft board until the time of their rejection, and, in addition, for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection herewith.

4. Court Leave

- a. Unit members who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Provost upon receipt of summons.
- b. If jury fees received by a unit member amount to more than their regular rate of compensation, they may retain the excess of such fees and shall turn over the regular rate of compensation, together with a court certificate of service, to the Chancellor, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than the unit member's regular rate of compensation, they shall be deemed to be on leave of absence with pay and they shall turn said fees over to the Chancellor with a court certificate of service.
- c. Expenses reimbursed by the court for travel, meals, room, etc., shall be retained by the Unit member and shall not be considered part of the jury fees.
- d. Unit members who are summoned to appear as witnesses on behalf of any town, city, county, state or the federal government shall be granted court leave; provided, however, that if any unit member is summoned to appear as a witness because of the duties of an additional position, whether on part-time or not with a city, town, county, or federal government or otherwise, such unit member shall not be granted court leave with pay. Notice of service shall be filed with the Chancellor upon receipt of summons.
- e. Witness fees and all other fees, except jury fees, received for service during office hours shall be paid to the Chancellor. Whenever a unit member is called for jury duty or appearance occurs during their vacation, there will be no necessity to account for any fees received during such period.
- f. Expenses reimbursed the unit member for travel, meals, room hire, etc., shall be retained by the Unit member and shall not be considered as part of the witness fees.
- g. When a unit member has been granted court leave for jury or witness service and is excused by proper court authority, they shall report back to their official place of duty whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.

(1) For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month at the University of Massachusetts Lowell where rendered, and all service thereafter becomes, "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 1. of this Article. In computing a librarian's vacation status, all "creditable service" from the first working day of the first full month at the University of Massachusetts Lowell up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, a librarian shall, on the effective date of this Agreement, be deemed to have that "creditable service", if any, which they had at the termination of the predecessor Agreement.

(2) For the purpose of this Article, the phrase "in service of the Commonwealth" shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer.

- b. Vacation leave accrued during any pay period shall be credited on the last day of the pay period based on the librarian's full-time equivalent status on that date and shall be available for use the following day.
- c. A full-time librarian on Leave Without Pay and/or Absent Without Pay in any pay period shall accrue vacation leave for such pay period pro-rated based on the number of hours paid.
- d. A librarian who is reinstated or reemployed after less than three (3) years shall have their prior service included in determining their continuous service for vacation purposes.
- e. The Appointing Authority shall grant vacation leave within twelve

- g. Upon the death of a librarian who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the librarian's death but which had not been used by the librarian up to the time of their separation from the payroll, provided that no monetary or other allowance has already been made therefore.
- h. A librarian who is eligible for vacation under this agreement, whose services are terminated for any reason, excluding dismissal for cause shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowances had already been made therefore.
- i. A librarian who is reinstated or reemployed shall be entitled to their vacation status at the termination of their previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Appointing Authority is secured for any of the following reasons:
 - (1) Illness of the librarian;
 - (2) Dismissal through no fault or delinquency attributable solely to the librarian; or
 - (3) Injury while in the service of the Commonwealth in the line of their duties and for which the librarian would be entitled to receive Worker's Compensation benefits.
- j. Vacation leave shall accrue to a librarian while on a Leave With Pay status or on Industrial Accident Leave.
- k. Vacation leave accrued following a return to duty after Leave Without Pay or Absence Without Pay shall not be applied against such leave or absence.
- l. A librarian who is on Industrial Accident Leave, who has available unused vacation leave, and who because of the provisions of Section E of this Article would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.
- m. Notwithstanding the above, all librarians hired before July 1, 1980, shall receive twenty five vacation days after ten years of service.

Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by the end of the first pay period in January of the year in effect will be forfeited by the member of the bargaining unit. Personal leave may be used in conjunction with vacation leave.

B. Unpaid Leaves of Absence

[NOTE: Payroll deductions cease during unpaid leaves. To maintain continuity of union membership or alternative status during a leave, contact the MSP Treasurer before the leave begins.]

1. Professional Leave

Upon application of a Unit member a recommendation by the Chancellor of the University, the Board or its designee may grant to such member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a Unit member may submit their application for unpaid leave may include, but shall not be limited to the following:

- a. Advanced Study
- b. Participation in exchange teaching programs in other states, territories, and countries;
- c. Participation in a cultural program related to their professional responsibilities; and
- d. Service in a public office in which they have been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

Any Unit member granted an unpaid leave of absence shall retain those benefits accrued during the period of their leave which are permitted by statute and policies of the Board of Trustees.

A Unit member granted professional leave without pay shall submit in writing to the Chancellor a summary of the professional activities pursued during such leave.

2. Maternity Leave

Any full-time female Unit member who has been employed at least three (3) consecutive months and who has given notice at least two (2) weeks prior to their anticipated date of departure, and who has given notice of their intention to return, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period. Such unpaid leaves of absence may, at the discretion of the Board of Trustees and upon the request of the individual, be extended for such period as the Board may deem appropriate.

Any Unit member taking such a maternity leave, upon their return to work, will be restored to their previous position or a similar position, with the same status, pay and seniority; provided, however, that any such member shall be subject to all the provisions of Article XIX

member, whether or not such child is the birth, adopted or step-child of such member;
or

- b. To discharge any other responsibilities or duties in their capacity as the parent of a minor dependent child, whether or not such child is the birth, adopted, or step-child of such member

Any Unit member taking such parental leave, upon their return to work, will be restored to their previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such member shall be subject to all provisions of Article XXI of this Agreement concerning salary adjustment while on leave.

Except as provided above a Unit member on parental leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the parental leave, such member shall regain their right to sick leave.

The Board shall continue to cover all employees of the bargaining unit member the plan now in effect during the term of this Agreement, pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, 10, and 10A of the Massachusetts General Laws.

5. Parental or FMLA Extensions of TDY

A faculty member receives a Tenure Decision Year (TDY) extension of one year per parental leave. Furthermore, for reasons consistent with those outlined in the Family Medical Leave Act, the faculty member receives a TDY extension of one year per FMLA year for up to two

2. Workers Compensation

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

D. Tax Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by Unit members pursuant to the provisions of Chapter 15, Section 18A of the General Laws. (cf. Support Services Article.)

E. Travel Expenses

Subject to the following provisions, all unit members shall be compensated for travel expenses for which prior authorization has been given by the Chancellor or their designee:

1. For expenses incurred for travel that is required in the discharge of a unit member's prescribed duties and that is authorized as such by the Chancellor or their designee, a unit member shall be reimbursed as follows:
 - a. Employees authorized to use their own cars in the course of their work shall be reimbursed the mileage rate authorized by the Board of Trustees travel policy. If a higher rate is approved by the University Board of Trustees or the President's Office during the life of this Contract, it shall be allowed. Parking and tolls are reimbursable, upon submission of receipts, in addition to the regular statewide mileage rate. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed.
 - b. Employees authorized to travel for more than twenty-four hours in connection with their employment shall be reimbursed for reasonable lodging expenses, including reasonable tips.

Employees shall be governed by the provisions of Trustee Policy Doc. T92-031 and its successors. This policy provides for a per diem meal allowance of \$30.00 for travel in states except Massachusetts, New York City, and Washington, D.C., where the allowance shall be \$35.00 per day. When this policy is amended to provide for a per diem increase, that new rate shall replace the dollar amounts referred to above.

- c. An employee who travels from their home to a temporary assignment rather than to their regularly assign

professionals the Board shall, in accordance with past practice but only insofar as it is possible and feasible to do so, pay, in whole or in part, such travel expenses as shall have been incurred by any unit member for the foregoing purpose, but only such expenses as set forth in paragraph 1 above, plus conference fees as may be permissible.

- a. Every request for reimbursement made pursuant to the provisions of paragraphs 1 and 2, shall be made on such form and, subject to the foregoing provisions, in such manner as may be from time to time approved by the Chancellor or their designee.
- b. The Chancellor or their designee shall, at their sole discretion, determine whether and in what amount any monies shall be paid to any Unit member as reimbursement for travel expenses pursuant to the provisions of this paragraph.
- c. Nothing in this paragraph 2. shall be deemed to derogate from the right of the Board or its designee to allocate travel monies to departments or programs within the University in such manner and subject to such criteria as the Board or its designee may deem appropriate.

F. University Tuition Waiver

The unit member, who shall be admitted as a student in the regular day program or in any regular program of Continuing Education at the University of Massachusetts Lowell shall be entitled to enroll as a student in such program without the payment of tuition.

Faculty Tuition Discounts: See Appendix A-17 – Administrative Standards, Faculty and Staff Tuition Discounts (BOb (BObr desitry, in whole056 Tw12 0 0 12 89.99898 460.38 Tm(F2)Tj0 Tc/F3 1 Tf[-r

2. Spouses and Dependent Children

The parties agree to continue to effect the present policy of the Board acting through the Chancellor regarding tuition remissions applicable to all unit members, their spouses, and dependent children providing for full tuition remission in all institutions of public higher education in the Commonwealth exclusive of the University of Massachusetts Medical School, provision for tuition remission in courses in Continuing Education, and equalizing reciprocal tuition waiver entitlements for University faculty, their spouses, and dependents.

Maintain current benefit level subject to any systems proposals that may result in an increase in benefits (See A17).

New Tuition/Fee Waiver Policy Effective the Fall 2015 Semester

The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.

Effective in the Fall 2015 semester, the Tuition/Fee Waiver Policy shall cover eligible full and part-time undergraduate students only, as follows:

Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service as any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under

2. If an eligible employee who has completed at least five (5) years of full-time equivalent service di

for parking in designated University lots will be \$375. Effective September 1, 2019, the annual parking fee will be \$400. Such amount shall be deducted on a pre- tax basis from the bargaining unit members' pay.

The University will distribute or make available a form which must be completed by each member of the bargaining unit authorizing the University to make a monthly deduction of the parking fee. Failure on the part of the faculty member to complete such form and/or otherwise make appropriate arrangements for such payment shall result in the loss of privilege to use designated University parking lots.

M. Pension Election Information

Not later than August 1, 2009, the University and the Union will develop written information for new faculty about the decision to opt for either the Optional Retirement Plan or the State Retirement system, and the University will use its best efforts to provide such written information to each new faculty member on or before they make this election.

ARTICLE XXI

SABBATICAL LEAVE

A. Eligibility

The Chancellor of the University may grant a sabbatical leave of absence to a faculty member who has served as such at the University or its predecessor institutions for at least six consecutive¹⁴ academic years following initial employment or termination of previous sabbatical leave. Subject to the provisions specified by the "Memorandum of Agreement for Sabbatical Leave of Absence," herein attached as Appendix A-10, sabbatical leave may be granted to a faculty member for a period of one year at half pay or a for a period of a half year at full pay.

B. Criteria

The criteria for sabbatical leave include but are not limited to the following:

1. Specific plans for study and research,
2. The earning of a terminal degree,
3. The retraining of a faculty member to meet current University needs,
4. Scholarships and/or fellowships.

The validity of a specific proposal shall be judged by the faculty member's department and College Dean.

C. Request for Sabbatical Leave

1. Application Deadline

A faculty member who wishes to be considered for sabbatical leave shall make written application to their Department Personnel Committee between October 1 and October 10 of the academic year preceding the academic year in which sabbatical leave is requested.

2. Application Requirements

Applications for sabbatical leave shall set forth the following:

- a. The date on which the faculty member will have completed six continuous years of service in the University or its predecessor institutions or, if sabbatical leave has been granted previously, the date on which the faculty member will have completed six years of continuous service after termination of such prior leave;
 - b. 4.4((8o BDCas sbT)11. if sabbatica(leave is r)-180;wing:
-

- c. In detail, the nature of the activity which is planned during the sabbatical leave and its relationship to the applicant's objectives and their role at the University;
- d. the place(s) where the sabbatical leave activity is expected to take place and
- e. Disclosure of all financial compensation relative to the purpose for which sabbatical leave has been requested including, but not limited to grants, fellowships and teaching.

4. Chancellor

By December 10 the Chancellor shall notify faculty regarding their sabbatical leave requests.

E. Appeal of Denial of Sabbatical Leave Request

If a request for sabbatical leave is not positively recommended at any level of the review process, the faculty member may appeal the negative recommendation to the Chancellor.

F. Funding Associated with Sabbatical Leaves

Although colleges of the University generally will have discretionary use of unused funds accruing from sabbatical leaves, the Provost reserves the right to reallocate one half of the annual salaries of individuals on leave for the full year in order to fund necessary replacements for individuals

ARTICLE XXII

APPROPRIATION BY THE GENERAL COURT

This Agreement shall be in full force and effect from and after July 1, 2017; provided, however, that nothing contained herein shall be deemed to impose on the University of Massachusetts Board of Trustees any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Trustees pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the University; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated and the Trustees shall have moneys allocable to the discharge of any obligation herein contained and any such moneys shall have been so allocated in the Regents' discretion, such obligation shall be discharged in such measure as obligation shall be discharged in such measure as such moneys so allocated shall permit.

Nothing herein shall discharge the Commonwealth from any obligation of contract.

ARTICLE XXIII

NO STRIKE CLAUSE OR LOCK OUT

- A. No faculty member covered by this Agreement shall engage in, induce or encourage any strike,

ARTICLE XXV

SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict or contravene any Federal Law, Statute, or the rules and regulations promulgated thereto, such provision shall be considered null and void and shall not be binding to the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

The Parties, upon the request of either party, may request a bargaining session to discuss the provision(s) which were declared null and void.

The provisions of this Article notwithstanding, the Parties may, by mutual agreement, upon the request of one or both parties, re

ARTICLE XXVI

AGENCY SERVICE FEE

A. Statutorily Based Provision: Designated Agency Service Fee

As a condition of employment during the term of this Agreement, every member of the Bargaining Unit who is not also a member of the Union shall pay, by payroll deduction a

Employer/University Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VOTE holding account within thirty days after the last day of the month in which the deduction is made, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of VOTE has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of their duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration harmless from any and all claims, demands, liability, cost or damages arising from or related to this Article. An amount equal to one-tenth (1/10) of the annual dues certified by the VOTE treasurer shall be deducted monthly from September through June from the pay of bargaining unit members

APPENDIX A-2

APPENDIX A-4

THE UNIVERSITY OF MASSACHUSETTS INTELLECTUAL PROPERTY POLICY

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

I. DEFINITIONS

compositions, poetry, and popular fiction and nonfiction. The President may adopt additional categories of Exempted Scholarly Works. As described below, under most circumstances Exempted Scholarly Works need not be disclosed to the University and the University automatically waives any ownership interest in such works.

- H. Intellectual Property - Inventions, Copyrightable Works, and Tangible Research Materials.
- I. Invention - A discovery or development that is protectable under the patent laws of the United States or other countries.
- J. Outside Researcher - An individual who performs or directs research for an organization other than the University.
- K. President - The President of the University or their designee.
- L. Public Disclosure or Publicly Disclosed - Any written or oral disclosure of an Invention or Copyrightable Work to any person not under a contractual or fiduciary obligation of confidentiality to the University.
- M. Scholarly Work - A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge, or is a work of art or literature. As described below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Vice Chancellor for Research on a case-by-case basis (except that Exempted Scholarly Works are automatically considered Scholarly Works), and under most circumstances the University waives all ownership interests in Scholarly Works.
- N. Tangible Research Materials or Materials - Tangible biological, chemical, and physical materials or equipment. Examples include cell lines, antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.
- O. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such person exists, the Provost (or their designees).

II. SCOPE

A. Persons Subject to the Policy

All Covered Individuals are subject to this Policy.

B. Types of Intellectual Property Covered by the Policy

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

Intellectual Property under this Policy.

III. POLICY

A. Participation Agreement

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

1. Students - Students must sign the Participation Agreement prior to employment by the University in any research-related position. Such employment would include, for example, an arrangement whereby a student is funded as a research assistant under a government research grant or an industry-sponsored research agreement with the University. Students may also be required to sign the Participation Agreement under other appropriate circumstances, as determined by the Vice Chancellor for Research.
2. Individuals Other Than Students - All Covered Individuals other than students must sign the Participation Agreement. The University will confirm that a valid Participation Agreement is on file before a Covered Individual receives any University-administered funds under a sponsored research grant or agreement.

B. Ownership of Intellectual Property

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

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

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

eu5.9c-0.49EMC/P <<

2. University-Commissioned Works - The University will own any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.
3. Intellectual Property Subject to Contractual Obligations - Ownership of any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the University, although the University will ordinarily claim ownership.
4. Student Works
 - a. Generally - As with other Covered Individuals, students shall own any Intellectual Property that they make, discover, or create in the course of research (e.g., thesis or dissertation research) unless (i) the student received financial support from the University in the form of wages, salary, stipend, or grant funds for the research, (ii) the student made significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the research, or (iii) the research was funded by a sponsor pursuant to a grant or sponsored research agreement or is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation that restricts ownership of Intellectual Property.
 - b. Theses and Dissertations - All student theses and dissertations are considered Exempted Scholarly Works; therefore, the student will own copyright to the Scholarly Work (unless Sections III.B.2. or III.B.3. apply), subject to a royalty-free license to the University to reproduce and publish the Scholarly Work. As described below, students are allowed to publish their theses and dissertations unless they have agreed in writing to restrictions that preclude or delay publication.

Under certain circumstances, as described in Section III.C.3. below, the University will relinquish its rights in Intellectual Property to the inventor or creator of that Intellectual Property at their request.

C.

that knowledge. The University therefore requests that all Covered Individuals disclose Inventions and Copyrightable Works (other than Exempted Scholarly Works) promptly, in order to allow the University an opportunity to evaluate their commercial potential, and to preserve or enhance their value by filing a patent application or obtaining a copyright registration. The University has established the following procedures in order to accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge.

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

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

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

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

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

- c. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or

commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.

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

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

creng that tvid or assign7ion e0.0002 Tw[-8.4(o)6.1(r)(e)Twf rer Sliga.2(m)9(ptly)]Thll reT12 os

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 their employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign MTAs on behalf of the University provided that (i) the University-form MTA is not altered or revised in any manner and (ii) a signed original of the MTA is sent to the CVIP when the Materials are sent to the Outside Researcher. Alternatively, CVIP representatives are authorized to approve and sign MTAs, even with revisions.

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

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

2. Transfer for Commercial Use - Materials may not be transferred to any Outside Researcher for any use other than internal basic research unless the Outside Researcher has obtained a license from the University through the CVIP under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the CVIP or Vice Chancellor for Research in the same manner as Inventions and will be treated in the same manner as Inventions.
3. Receiving Materials from Outside Researchers - If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only CVIP representatives are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the CVIP regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in their research. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous that the CVIP will ordinarily not approve the agreement. The CVIP will make available a University-form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the

applicable sponsored research agreement, if such terms differ from this Policy.

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

E. Administrative Procedures - Confidential Treatment of Information

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

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

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

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

and sign CDAs on behalf of the University.

Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the University will proceed with commercialization of that Invention.

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

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

CVIP until liquidation.

- b. Forty-five percent (45%) of the total

3. Assignment of Rights. I hereby assign, transfer, and convey to the University all of my right, title, and interest in any Inventions, Copyrightable Works, and Tangible Research Materials for which the University asserts ownership under Section III.B. of the Policy. I understand that the University does not assert ownership of Exempted Scholarly Works unless such works are specifically commissioned by the University or are subject to a contractual obligation that requires assignment. I further understand the University will ordina

APPENDIX A-5

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

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 Chair 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.

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.

K. Financial Interest - With respect to any Company, (i) any Equity in such Company that is directly owned by, or is under the control of, a Covered Individual or a member of their immediate family and (ii) Non-Equity Compensation from such 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 their immediate family.

L.

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.

B. The Conflicts Committee

This Policy will be administered by a thirteen-member, University-wide Committee consisting of one member of the faculty at each campus appointed under procedures established by the campus; the Vice Chancellor for Research or their designee at each campus; the President or their designee; and two non-voting members appointed by the President 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 Vice Chancellor for Research shall collect disclosures on each campus, and the Chair shall be responsible for collecting disclosure forms from the Vice Chancellors of Research, distributing forms in advance of meetings, scheduling meetings, and setting the agenda. Members may participate in meetings using voice or video-conferencing technology, provided that all members shall receive advance notice of all meetings. Decisions of the Committee will be made by a majority of the Committee's voting members in as expeditious a manner as possible and will be recorded in written minutes.

The Director or their designee and the General Counsel or their 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 meet

Research and approved 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

experience, such activities have the potential to create a Conflict of Interest when the faculty member has a role in supervising the student's research, classes, or graduate teaching work. Therefore, involvement of a student in the outside professional activities of a faculty member who has any role with respect to the academic progress of the student may only be undertaken after disclosure to and approval of the Department Chair. In addition, if a faculty member intends to receive or actually receives a Financial Interest in a Company, and if the Covered Individual supervises or otherwise has control over students who will be involved in work for the Company, then the Covered Individual must disclose the Financial Interest and planned student involvement to the Vice Chancellor for Research and receive approval 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 involving a Financial Interest, unless the University has reviewed and approved both the activity and the Financial Interest that give rise to the Conflict. There are tw

- a. Interim Measures - The Conflicts Committee or its Chair, in consultation with the Vice Chancellor for Research of the campus, may impose any measures that it finds necessary or desirable to preserve the existing situation until a formal review is completed. Such measures may allow a Conflict of Interest to exist, with or without conditions, while a formal review is pending.
- b. Review of Conflicts - The Conflicts Committee will formally review all conflicts disclosures that (i) involve a Substantial Interest, (ii) are recommended for full review

research for a Company in which they have a Financial Interest must refrain from making public statements about the results of any research relating to that disclosure prior to (i) publication of the results in a recognized scholarly journal or (ii) presentation of the results at a recognized scholarly meeting. The Vice Chancellor for Research may make exceptions to this rule in appropriate cases. This restriction applies whether or not the University allows an activity that presents a Conflict of Interest to continue after review.

V. Appeals

A Covered Individual may appeal an initial decision of the Committee by requesting a rehearing of the matter. 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 rehearings. 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 their 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.

(Lowell -- Ver. 4/22/96)

APPENDIX A-6

THE UNIVERSITY OF MASSACHUSETTS POLICY ON FACULTY CONSULTING AND OUTSIDE ACTIVITIES

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

I. DEFINITIONS

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

- A. Academic Week - The period of Monday through Friday in each week.
- B. Outside Activities - Non-academic activities undertaken by a Faculty Member in their area of expertise in association with individuals or entities outside the University. Such activities include for example, working as an employee or consultant, or serving as an executive, trustee or director for a company or non-profit organization. Such activities do not include, for example, short-term academic activities undertaken for professional development, such as lectures, participation on governmental or professional society advisory panels or scholarly events, or membership on editorial boards.
- C. CVIP - The University Office of Commercial Ventures and Intellectual Property.
- D. Faculty Member - A full-time or part-time employee of the University whose principal title is Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor, or any other University employee whose principal duties consist of teaching and conducting academic research.
- E. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. POLICY

- A. Scope of Policy

This Policy applies only to Faculty Members.

- B. Allowable Activities

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

C. Prohibited or Restricted Activities

1. Use of Students or University Resources - Faculty Members are ordinarily prohibited from performing Outside Activities that involve the use of University- administered funds, facilities, or equipment, and must obtain approval to involve students in connection with Outside Activities in accordance with the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures.
2. Activities Involving a Conflict of Interest - In the event a Faculty Member is considering undertaking an Outside Activity that poses an actual or potential Conflict of Interest, as defined by the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Faculty member should disclose all relevant information as required by that Policy.
3. Use of University's Name - The University's name shall not be used in relation to any Outside Activities, except in describing an individual's credentials, and except in accordance with University policy.

D. Administrative Procedures

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

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

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

III. INTERPRETATION AND EVALUATION

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

IV. ENFORCEMENT

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

V. APPEAL

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

VI. OTHER POLICIES

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

(Lowell -- Ver. 3/14/96)



**Prior Approval of Outside Activity for FACULTY
(as defined in T96-047, rev. 2/7/01)**

Disclosures are confidential.

1) Printed Name of faculty disclosing activity: Department:

2) Describe the financial interest:

3) General Category to Describe Activity:

- Consulting Textbook/Software sales (file Textbook Disclosure Form) Teaching for Other Institutions
- Advisory Boards/Review Panels Professional Certification/Licensure
- Other, explain:

4) Are you compensated in any way for this activity? Yes or No

If yes, indicate details about compensation. (For example, indicate if reimbursed for travel to professional meeting(s), provided honorarium for speaking, or paid as a consultant.)

Explain:

5) Details about the activity

- a. Name of the outside company, entity or organization involved:
- b. Type of work conducted for the other entity:
- c. Are students that you advise or supervise affected in any way? Yes or No

6) Estimated time, duration, and frequency for the outside activity:

- For activity while on contract (fill in hours as applicable): hours/week Day Weekends/ evenings
- Duration and Frequency: hours/month hours/year Long-term activity
- One-time activity
- Other, describe:

For activity while off contract, describe briefly:

6) Are any UMass Lowell resources used (UML phone, computer, email, equipment, etc.)?

Yes or No

If yes, refer to <https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter268A>

Faculty Signature: _____ OR check below This form has been submitted electronically from my email account. Date:

Send completed form to OutsideActivityDisclosures@uml.edu!

Review and Approval Section:

OIC:	Potential Conflict of Interest? <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes, date scheduled for Conflict Comm. Review: Recommend for Approval? <input type="checkbox"/> Yes or <input type="checkbox"/> No Date:
Dept. Chair, Name:	Approved? <input type="checkbox"/> Yes or <input type="checkbox"/> No Date:

Dean of College, Name: Approved? Yes or No Date: _____

Outside Activity Disclosure Process Description:

APPENDIX A-7

UNIVERSITY OF MASSACHUSETTS CONFLICT OF INTEREST DISCLOSURE FORM (ver. 12/7/96)

The University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures (the "Policy") requires disclosure of certain financial interests of covered individuals in certain situations. This form provides a brief overview of what constitutes a financial interest and the situations in which disclosure is required under the Policy. This summary presentation cannot substitute for the actual language of the Policy; therefore, all individuals who are associated with the University should review the Policy. Nevertheless, disclosure of financial interests in accordance with this form will satisfy the disclosure requirements of the Policy.

WHO IS COVERED?

The Policy defines a "Covered Individual" as "[a]ny individual associated with the University, including without limitation faculty, staff, and students. The Policy therefore applies to everyone associated with the University.

WHEN IS DISCLOSURE REQUIRED?

Although the Conflicts Committee has the authority to require Covered Individuals to disclose any financial interest that "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," the Committee currently requires disclosure only under the following circumstances. However, the Committee also encourages Covered Individuals to disclose any financial interest and circumstances that they believe may present a significant conflict of interest.

- I. Certain Relationships with Commercial Organizations. The University requires all Covered Individuals to disclose the following conflicts of interest:
 - (1) if a financial interest exists because a Covered Individual or any member of their immediate family (i) serves as an officer, director, partner, employee, consultant, or agent of a commercial organization; (ii) owns or controls an equity interest in a commercial organization; or (iii) has received more than \$1,000 in compensation during the prior twelve months, or has contracted to receive more than \$1,000 in compensation during the next twelve months, from a commercial organization; and
 - (2) any of the following circumstances apply:
 - (a) the commercial organization (i) intends to fund proposed research

are not reasonably expected to exceed \$10,000; and

(2) any of the following circumstances apply:

(a) when the grant application is submitted, the Significant Financial Interest would reasonably appear to be affected¹⁵ by the proposed research;

Conflict of Interest Disclosure Statement

Name: _____

Title: _____

Campus: _____

Department: _____

Description of Financial Interest (please be specific):

Description of Activity (please include identity of commercial entities involved):

I hereby certify that I have read and understood the University Policy on Conflicts of Interest

APPENDIX A-8

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #16A

Professional Vita for Annual Merit Evaluation for the Evaluation Period
(Full-Time Faculty/Librarians)

NAME _____ DATE _____

DEPARTMENT(S) _____ COLLEGE OR UNIT _____

- A. Education (Degrees awarded and programs completed during the above specified evaluation period only).

- B. PROFESSIONAL ACTIVITIES (List activities for the above specified evaluation period only and state the nature of each activity, e.g., paper read, panel discussant, professional office held, or other professional activity.)

- C. UNIVERSITY AND COMMUNITY ACTIVITIES (List kinds of activity set forth in Service Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity. List only community activities which are related to professional or academic field.)

- D. GRANTS, CONTRACTS, RESEARCH, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (List activities for the above specified evaluation period only by category: grants and contracts funded; articles and books published; performances and exhibitions held; and manuscripts in preparation.)

- E. INSTRUCTIONAL ACTIVITIES (List kinds of activity set forth in the Instructional Effectiveness Clause of Article IX, Faculty Agreement for the above specified evaluation period only and state the nature of each activity.)

Signature

Date Filed

ADDENDUM TO APPENDIX A-8
(May be included by faculty member with Form 16A)

UNIVERSITY OF MASSACHUSETTS LOWELL

Professional Vita for Annual Merit Evaluation for the Evaluation Period _____

NAME _____ DATE _____

DEPARTMENT(S) _____ COLLEGE OR UNIT _____

A. EDUCATION: For the specified evaluation period only, provide relevant information including:

1. Degrees Awarded including degree earned, name of conferring institution, date, title of thesis or dissertation, and any other relevant information. Provide a copy of the abstract.
2. Workshops or training sessions attended including name of conference, dates, location and description of sessions attended.
3. Professional certifications and/or licensures maintained.
4. Additional educational activities.

B. PROFESSIONAL ACTIVITIES: For the specified evaluation period only, provide relevant information

4. Honors and awards including date, name of honor/award and information about criteria.
5. Identification of outside consulting activities and/or employment including frequency and dates of participation and a brief description of duties.
6. Identification of any additional teaching or professional activities, such as participation in faculty workshops (internal and external), including frequency and dates of participation and a brief description of duties.

C. UNIVERSITY AND COMMUNITY ACTIVITIES: For the specified evaluation period only, provide relevant information, related to professional or academic field, including:

1. Membership on University Committees including term dates, offices held (if any), approximate frequency of attendance at meetings, brief description of duties and any accomplishments. Please note any compensation or course releases received for these activities.
2. Membership on College/School Committees including term dates, offices held (if any), approximate frequency of attendance at meetings, brief description of duties and any accomplishments. Please note any compensation or course releases received for these activities.
3. Membership on Department Committees including term dates, offices held (if any), approximate frequency of attendance at meetings, brief description of duties and any accomplishments. Please note any compensation or course releases received for these activities.
4. Identification of community activities including frequency and dates of service and a brief description of duties.
5. Identification of University administrative appointments including frequency and dates of service, a brief description of duties, any special projects, goals, key accomplishments and outcomes. Please note any compensation or course releases received for these activities.

7. Identification of Department administrative appointments including frequency and dates of service, a brief description of duties, any special projects, goals, key accomplishments and outcomes. Please note any compensation or course releases received for these activities.
8. Identification of any other service activities including frequency and dates of service, a brief description of duties, any special projects, goals, key accomplishments and outcomes.

D. GRANTS, CONTRACTS, RESEARCH, PUBLICATIONS, PERFORMANCES, EXHIBITIONS (Optional for Clinical Faculty and Teaching Faculty): For the specified evaluation period only, provide relevant information including:

1. Information about grant proposals, both funded and unfunded, including the title of proposal, identification of Principal Investigators and co-PIs, agency, amount of any award and grant period, including description of role in such proposal. Attach abstract.
2. Information about published works including books, monographs, book chapters, journal articles and papers, including description of role in co-authored works and whether the material is “refereed.” Attach a copy of the published works.
3. Information about other works and presentations such as poster presentations and conference papers, including the sponsoring society/organization, dates, whether “invited” or “refereed” and, if abstract is published, a citation.
4. Information about other scholarly products such as published letters and reviews, educational software or media which is not research but reflects professional expertise.
5. Information about research scholarship and honors including date, name of honor/award and information about criteria
6. Information about any other research, scholarly activities and creative activities
7. Information on intellectual property, licensing, patents, startups, and related activities

E. INSTRUCTIONAL ACTIVITIES: For the specified evaluation period only, provide relevant information including:

1. Courses taught including information about enrollment, credit hours and student credit hours.

APPENDIX A-9

**UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #6**

COMPREHENSIVE PROFESSIONAL VITAE (Full-Time Faculty/Librarians)

DATE: _____

NAME: _____
(last) (first) (middle)

Department(s): _____

College(s) or Service Unit(s): _____

Rank or Title _____ Field _____

A. EDUCATION AND ACADEMIC QUALIFICATIONS

1. Education (specify degree institutions, dates, honors, major fields of study, etc.)

2. Academic Experience (length of time at each institution, rank(s) held, etc.)

B. PROFESSIONAL ACTIVITIES

1. Professional Association Participation (state nature of participation: paper read, panel discussant, office holder, etc.)

C. RESEARCH

1. Grants & Contracts

D. INSTRUCTION RELATED ACTIVITY

1. Teaching (Courses taught, number of years, undergraduate-graduate levels, etc.)

APPENDIX A-11

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #9

MEMORANDUM OF PROFESSIONAL ACADEMIC REAPPOINTMENT

Office of the Provost

Date

TO:

Period of Appointment from through _____

Rank: _____ (With Tenure _____ Without Tenure _____)

Academic Field: _____ Department(s): _____

College: _____ Salary: _____ (Annual _____ Semester _____)

Additional Appointment Terms: _____

If you accept this appointment, it is understood that you agree to the terms of employment as specified on the reverse side of this memorandum. Please acknowledge your acceptance of the terms

Reverse A-8 (Personnel Forms #8 and #9)

Terms of Employment

1. All appointments to the faculty and professional library staff of the University are subject to appropriations and the conditions of appropriations and the General Laws of the Commonwealth of Massachusetts.
2. Appointment to a position is authorized only when confirmed by the official memorandum of appointment from the Provost and according to the terms specified by such memorandum.
3. Appointment to the professional library staff, unless otherwise stated, is for a twelve- month year and is without tenure during the first seven years of credited service. Appointments to the faculty, unless otherwise stated, are for a nine-month year and are without tenure during the first seven years of credited service.
4. Duties and location may be assigned to the appointee as required and approved by the Chancellor within the terms of the Agreement between the Massachusetts Society of Professors, University of Massachusetts Lowell, and the Board of Trustees of the University of Massachusetts Lowell.
- 5.

APPENDIX A-12

**GRIEVANCE FORM FOR USE WITH GRIEVANCES UNDER AGREEMENT
BETWEEN BOARD OF REGENTS -- BOARD OF TRUSTEES, UNIVERSITY OF
MASSACHUSETTS LOWELL & MSP/U-MASS LOWELL/MTA**

I. STATEMENT OF HOW YOU ARE AGGRIEVED

II. CONTRACTUAL PROVISIONS YOU BELIEVE VIOLATED

III. RELEVANT FACTS

IV. EXPLANATION OF HOW YOU BELIEVE COMPLAINED OF ACTIONS VIOLATE
CONTRACT

V. REMEDY SOUGHT

Date

Signature of Grievant

Name: _____

Dept.: _____

Phone: _____

[Use back of form or add pages if necessary]

TIMING OF PROCESS

1. PMYR is to be conducted so that tenured faculty members and librarians will be subject to review once during a seven year cycle. PMYR normally will take place for tenured members of a department, program, or division coinciding with the year during which general review of the department, program, or division occurs. If for any reason no general review of a department, program, or division is scheduled within a seven year period, the review for members of such departments, programs, or divisions will occur no later than the seventh year of the cycle.
2. The timing of the PMYR for any tenured faculty member or librarian or for all tenured faculty or librarians connected to any department, program, or division is subject to modification by written agreement between the University and the Massachusetts Society of Professors/Lowell. A faculty member or librarian may initiate a request for time line modifications with approval by the tenured members of the departmental personnel committee.

REVIEW MATERIALS

The foundation for the review will include a brief self-assessment statement, typically between 1000 and 2000 words and not to exceed 2500 words, submitted by the tenured faculty member or librarian that summarizes their principal activities during the period since the last PMYR or more recent major successful personnel action, and their goals and approach to achieving such goals in the areas of teaching, research/scholarship, and activities relating to professional, University, and community service in the coming years. This statement also should reflect how the individual perceives their activities in their relation to the department, program, or division to which the individual is connected academically or administratively. If the individual's statement calls for a major new initiative or change in the direction of their work, the statement will include any requests for additional developmental support needed for that initiative or change in direction. In addition the tenured faculty member or librarian will submit a current curriculum vitae. These materials will be submitted to the individual's department chair.

REVIEW PROCESS

The Department or Division Personnel Committee and the Department Chair will review tenured members' self-assessment statements, current curriculum vitae, and regular reviews since the last PMYR for department or division members. In terms of PMYR, the Department or Division Personnel Committee will contain as members only tenured faculty or librarians who have not themselves been exempted from PMYR. No member of the Department or Division Personnel Committee shall participate in any deliberations of the Committee or any votes of the Committ

It is expressly understood that neither the “Accepted” or “Revised” recommendation necessarily implies either a positive or a negative evaluation of the individual or of the materials submitted by that individual.

A recommendation to accept the submitted statement will be made when the individual’s past performance and future goals, as documented in the materials submitted, indicate that no changes in the faculty member’s or librarian’s work or plans is required for the individual to continue to contribute effectively to the departmental, divisional, or programmatic needs of one’s college, college division, or the library of the University. A recommendation to revise the submitted statement will be made when the individual’s past performance and future goals, as documented in the materials submitted, suggest that a significant change in the faculty member’s or librarian’s work or goals (reflecting substantial differences from those noted by the individual (d in the -165(t)-6003 Tc0.0085y n

The fact of a faculty member's or librarian's refusal to accept or to implement the revised statement shall not be a basis for discipline, and no aspect of the PMYR process, including, but not limited to, informal discussion, written recommendations, or the facts or details of any revised statements generated as part of the process shall be considered as an initial stage in any disciplinary process or be introduced as evidence or otherwise referred to in any later disciplinary procedures. This exclusion does not apply to any document or record originally intended for a use other than the PMYR, e.g. regular reviews as provided for contractually, nor to any aspect of a faculty member's or

Department Chair, and the Dean or Library Director. The revised statement may include a reallocation of the faculty member's or librarian's efforts, but such reallocation will itself not diminish the faculty member's or librarian's entitlement to merit funds. Any proposed reallocation of duties should not be designed, intended, or used for the purposes of controlling, restricting, or redirecting the nature of the faculty member's or librarian's research or scholarship in their field. The revised statement also will indicate what resources or other support will be devoted to promoting the success of the revised statement.

During three year period, the Personnel Committee and the Chair will consult as needed with the faculty member or librarian, and at least annually will comment in writing on the individual's progress toward the goals set forth in the revised statement. The Dean or Library Director will

55 Tw12 n o0.0e PeJ-0rs5()c-0.0006 Tw-0.0001 -24ing the s5(teete C6.7(J0.2(e Des/CS00.0011 Director wils/C

APPENDIX A-16

GRADUATE COORDINATORS, UNDERGRADUATE COORDINATORS, AND TRANSFER

recommendations of the chairs and deans.”

2. The parties agree that the existing joint subcommittee will continue to explore a framework for a stipend or other compensation for the duties performed by Undergraduate Coordinators and Transfer Coordinators. Tj1 ns of ttat()-0ttaf)9. Co()- ttat)7.4(a)-9. Co

- (5) **Retired University Employee** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.
- (6) **Spouse** refers to an individual married to a University Employee.
- (7) **Student Charge** refers to in-state and out-of-state tuition and fees that are charged to students for general attendance at the University; *provided* that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. *See*, M.G.L. c.75, § 1B.
- (8) **Student Tuition Credit** refers to a reduction in Student Charges for an eligible student. *See*, M.G.L. c.75, § 1B (a).
- (9) **University Employee** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include employees who are no longer employed (whether or not they are collecting workers' compensation or disability insurance benefits).

III. GENERAL PROVISIONS

In the event that any provision in an applicable collective bargaining agreement or campus policy or practice offers benefits to a specific group of employees that exceed the benefits described in these Standards, such applicable provision, campus policy, or practice shall prevail. These Standards do not amend or alter the "System-wide Tuition Remission Policy for Higher Education Employees" administered by the Department of Higher Education.

- A. The Student Tuition Credits described in these Standards apply to all courses and program offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, programs and the J.D. program at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.
- B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.
- C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.

- D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.
- E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.
- F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (*e.g.* the John and Abigail Adams Scholarship).
- G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; *provided that*, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee. Otherwise, the University Employee must use accrued vacation or personal leave or, if necessary, arrange with their supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

- A. University Employees
 - 1. Current/Active University Employees
 - a. Full-time. A Full-time Current/Activ

who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

A Spouse or Dependent Child of a current/active University Employee is eligible to receive a Student Tuition Credit equal to 20% of the applicable tuition in a covered graduate course or program.

2. Undergraduate Courses or Programs

a. Current/Active University Employees with two (2) or more years of Full-time Equivalent (FTE) University Service

A Spouse or Dependent Child of a current/active University Employee with two (2) or more years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition in a covered undergraduate course or program.

b. Current/Active University Employees with less than two (2) years of Full-time Equivalent (FTE) University Service

A Spouse or Dependent Child of a current/active University Employee with less than (2) years of Full-time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 15% of the applicable tuition in a covered undergraduate course or program.

C. Spouses and Dependent Children of Deceased University Employees

A Spouse or Dependent Child of a Deceased University Employee who had at least five (5) years of Full-time Equivalent (FTE) University service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for one (1) undergraduate program of study, whether or not such Spouse or Dependent Child of such Deceased University Employee is enrolled at the time of such University Employee's death.

D. Spouses and Dependent Children of Retired University Employees

A Spouse or Dependent Child of a Retired University Employee who has begun a program of study prior to the official retirement date is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for the remainder of their program.

E. Spouses and Dependent Children of Terminated University Employees

A Spouse or Dependent Child of a former University Employee is not eligible to receive Student Tuition Credits. However, a Spouse or Dependent Child, of a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

STUDENT TUITION CREDITS

Current/Active University Employees ¹	
Graduate Courses or Programs	100%
Undergraduate Courses of Programs	100%
Retired University Employees ²	
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses of Programs	
University Employee w/ 2+ FTE Years of Service	60%
University Employee w/ < 2 FTE Years of Service	15%
Spouses and Dependent Children of Retired University Employees ³	
Spouses and Dependent Children of Deceased University Employees	