Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Agreement
between
The Board of Trustees
of the University of Massachusetts
and
The Massachusetts Society of
Professors / Lowell, MTA/NEA
July 1, 2024 to June 30, 2027

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

TABLE OF CONTENTS

Article		Page
A. The University and the Union		
I	Definitions	4
II	Recognition and Fair Practices	6
III	University Management Rights and Prerogatives	11
IV	Scope of Agreement	13
V	General Rights	14
VI	Grievance Procedure	17
B. Personnel Policies and Practices		
VII	Criteria for Appointment, Promotion and Tenure	25
VIII	Tenure and Promotion, Procedure	40
IX	Evaluation of Faculty and Librarians	48
X	NonUnit Faculty: Performance of Bargaining Unit Work	61
XI	Affirmative Action Programs	66
XII	Access to Official Faculty and Librarian Personnel Files	67
XIII	Retrenchment	68
XIV	Termination, Dismissal and Resignation Policies	72
C. Academic Work		
XV	Academic Freedom and Responsibility	77
XVI	Workload	78
XVII	Department Chair / Department Committees Academic Policy	97
XVIII	Support Services and Facilities	107
D. Compensation, Benefits, and Leave		
XIX	Salary and Other Financial Benefits	110
XX	Supplemental Benefits	121
XXI	Sabbatical Leave	138
E. The Contract in Force		
XXII	Appropriation by the General Court	142
XXIII	No Strike Clause or Lock Out	143
XXIV	Duration and Extent	144
XXV	Saving Clause	145
XXVI	Agency Service Fee	146
XXVII	Conflict of Interest And Outside Activities Committee	147

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Appendices **Page**

A-1	Payroll Deduction Authorization	148
A-2	Mass. General Laws. Chapter150 (e). Section 10	149
A-3	Phased Retirement Program	150
A-4	Intellectual Property Policy	151
A-5	Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures	166
A-6	Policy on Faculty Consulting and Outside Activities	173
A-7	Conflict of Interest Disclosure Form	179
A-8	Faculty Report Form	183
A-9	Personnel Form #6	186
A-10	Memorandum of Agreement for Sabbatical Leave of Absence	189
A-11	Personnel Forms #9 and #8	191
A-12	Grievance Form	194
A-13	Periodic Multi-Year Review of Faculty and Librarians	195
A-14	Joint Labor / Management Committee	201
A-15	Externally Funded Research Faculty	202
A-16	Graduate Coordinators, Undergraduate Coordinators, and Transfer Coordinators	203
A-17	Administrative Standards Faculty and Staff Tuition Discounts	205
A-18	Professional Librarians	210

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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" as used in this Agreement means the chief executive officer of the University of Massachusetts Lowell, or a person acting in that capacity, duly appointed and authorized by the Board.

   The term "Dean" as used in this Agreement means the Dean of the respective college of the Lowell campus, their designee, or the person holding the equivalent position as may be designated by the Chancellor and/or the Board.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

6. The term "Department" as used in this Agreement refers to the organizational units of the faculty as now are or hereafter may be established.

   The terms "Chair" and "Department Chair" as used in this Agreement mean any person appointed by the Chancellor to the position of department or school Chair in accordance with the provisions of Article XVII of this Agreement to fulfill the responsibilities set forth therein with respect to any department or school of the University of Massachusetts Lowell campus as defined in this Agreement.

7. The term "Unit Member" as used in this Agreement means any member of the bargaining unit. The term "Faculty" or "Faculty Member" means any member of the bargaining unit holding the rank of Instructor, Assistant Professor, Associate Professor, Professor, Assistant Clinical Professor, Associate Clinical Professor, Clinical Professor, Research Professor, Assistant Teaching Professor, Associate Teaching Professor, or Teaching Professor. The term "Librarian" means any member of the bargaining Unit holding the position of or the rank of Instructor Librarian, Assistant Librarian, Associate Librarian, or Librarian.

8. The term "Recommending Authorities" or "Reviewing Authorities" as used in this Agreement means each level in the appointment, reappointment, non-reappointment, promotion and tenure processes; these recommending authorities shall make independent determinations under the Agreement.

9. The term "Promotion" as used in this Agreement means advancement from a lower faculty rank or librarian rank, as the case may be, to a higher faculty rank or librarian rank.

10. The term "Rank" as used in this Agreement means any one of the faculty ranks of Instructor, Assistant Professor, Associate Professor, Professor, Assistant Clinical Professor, Associate Clinical Professor, Clinical Professor, Assistant Teaching Professor, Associate Teaching Professor, or Teaching Professor and any one of the librarian ranks of Instructor Librarian, Assistant Librarian, Associate Librarian, or Librarian.

11. The term "Student" as used in this Agreement means any person certified by the Registrar or the Registrar's designee to be officially enrolled in the University of Massachusetts Lowell as an undergraduate student; and the term "Graduate Student" as used in this Agreement means any person certified by the Registrar or the Registrar's designee to be officially enrolled in the University of Massachusetts Lowell as a graduate student.

12. The term "Tenure" as used in this Agreement means the right of certain full time faculty and librarians of the University to be removed from the faculty or librarian staff at the University of Massachusetts Lowell only upon a finding of just cause, to a hearing prior to dismissal, and to such review as is provided in this Agreement. References to tenure in this Agreement do not apply to part-time faculty or to part-time librarians.

13. The term "Termination" means the permanent severance of an existing employment relationship with the University.

14. Except as otherwise specifically noted, the term "Working Day" or "Work Day" as used in this Agreement means any day that is part of the academic or the librarian professional year, depending on the individual involved.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 School 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
The parties have agreed to establish a category of Non-Tenure Track Clinical faculty, with the ranks of Assistant Clinical Professor, Associate Clinical Professor, and Clinical Professor to be located in the School of Nursing, and Departments of Physical Therapy, and Clinical Laboratory and Nutritional Sciences. During the first six years of continuous service, the Non-Tenure Clinical Track unit member shall be treated in accordance with the existing language concerning the appointment and reappointment of non-tenure track positions. Assistant Clinical Professors may seek promotion to the Associate Clinical Professor rank after completing six (6) years of service at the University of Massachusetts Lowell. Associate Clinical Professors may seek promotion to Clinical Professor after completing six (6) years of excellent performance at the University of Massachusetts Lowell. Clinical faculty shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

If the unit member is employed beyond year six (6), they shall only be disciplined or terminated for "just cause." The University agrees to make available in the School of Nursing and the departments of Physical Therapy, and Biomedical and Nutritional Sciences no more than twelve (12) Non-Tenure Track Clinical positions during any academic year.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

(ii) School of Education
The School of Education may hire up to five (5) professors as Assistant Clinical Professor or Associate Clinical Professor or Full Clinical Professor of Education. Candidates must hold an earned doctorate in an appropriate field. Their responsibilities include field supervision of certification candidates, teaching, and serving on dissertation committees. Assistant Clinical Professors may be promoted to Associate Clinical Professor rank after completing six (6) years of service at University of Massachusetts Lowell. Associate Clinical Professors may seek promotion to Full Clinical Professor after completing six (6) years of excellent performance at the University of Massachusetts Lowell. Clinical faculty in the School of Education shall be compensated at a rate that is commensurate with professors of equal rank and qualifications.

Any Clinical faculty of the School of Education employed beyond six (6) years shall only be disciplined or terminated for just cause. The University agrees to make available in the School of Education no more than five (5) Non-Tenure Clinical positions during any academic year.

(b) Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor

The parties have agreed to establish the full-time, non-tenure track categories of Assistant Teaching Professor, Associate Teaching Professor, and Teaching Professor for the purpose of performing teaching that would otherwise be done by part-time, adjunct faculty and visiting professors, and performing service functions. The total of Tenured and Tenure Track faculty shall not be less than 60% of the total number of tenure system faculty plus Teaching/Clinical faculty bargaining unit members. The number of Teaching/Clinical faculty in each department shall not exceed 40 percent of the total number of tenure system faculty plus Teaching/Clinical faculty bargaining unit members in that department. The parties agree to identify specific departments for which this cap can increase to 49 percent.

Assistant Teaching Professors shall be compensated at a rate that is commensurate with assistant professors with equal qualifications in their departments. Candidates who do not hold a terminal degree in an appropriate field shall be paid at the rate of Instructors with equal qualifications in their departments. Any Assistant Teaching Professors employed beyond six (6) years shall only be disciplined or terminated for just cause. Assistant Teaching Professors may be promoted to Associate Teaching Professors rank after completing six (6) years of full-time service at University of Massachusetts Lowell. Associate Teaching Professors shall be compensated at a rate that is commensurate with associate professors with equal qualifications in their departments. Associate Teaching Professors may be promoted to Teaching Professors after completing six (6) years of excellent performance as Associate Teaching Professor at University of Massachusetts Lowell.

2. While the conduct of research, scholarship, or creative activities is not a requirement for Clinical/Teaching faculty members, and such activities are not part of their workload assignment, Clinical/Teaching faculty may perform research if this research does not utilize University resources, e.g., support of university IRB or ORA, access to laboratory facilities or equipment, and is done on their own time. Such research endeavors cannot adversely impact the faculty member's ability to satisfactorily perform the duties and

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

responsibilities of the faculty member's full time position. Research that would rely on university resources requires the advance permission of the Chair and Dean. Factors used in considering these requests will include, but will not be limited to, successful performance of the faculty member in their full-time university position, the extent to which university resources will be needed, etc. Decisions pertaining to this provision will not be subject to the grievance procedure.

3. After successful completion of six years of service, all Clinical/Teaching faculty shall be renewed and a letter of notification shall be sent to the faculty member. Subsequently, no annual renewal letter will be sent to the faculty member. No notice of non-renewal may be sent except in accordance with existing contractual requirements of "just cause" and only after all contractually required steps in annual personnel evaluations have been completed. (Note: this does not apply to incumbent Clinical/Teaching faculty.)

4. The University will provide the MSP an updated listing of full-time tenure-track faculty and non-tenure track faculty by name and department for the preceding year by August 15 of each year, and will share their hiring information and place MSP documents in the new hire packets. It is not the intent of either side to reduce the number of full-time tenure track positions now or in the future.

5. Promotion of Non-Tenure Track Faculty
   Non-tenure track faculty shall be hired, evaluated and promoted by the same procedures and with the same criteria as tenure-track professors, except that they shall not be required to do research, scholarship or creative work. The following is further agreed regarding promotion:

   Faculty hired as non-tenure track teaching/clinical professors can be considered for promotion in or following their sixth year of service in these positions at UMass Lowell. Faculty hired as clinical faculty can be considered in or following their sixth year of service in these positions at UMass Lowell. Non-tenure track faculty members can continue to serve without promotion indefinitely.

   The criteria for promotion in these non-tenure track positions are excellence in teaching and excellence in service.

   For those seeking promotion to Full Teaching or Full Clinical, in addition to the criteria of excellence in teaching and excellence in significant service along with the evidence listed above, the faculty should have a significant record of accomplishments in instructional effectiveness, curricular innovation, student engagement, and/or institutional service and leadership.

   Non-tenure track faculty who wish to be considered for promotion to associate or teaching or clinical professors should submit a portfolio which includes the following:

   1. A cover page, specifying name, position, academic unit, and date of hire.

   2. A statement outlining the vision and philosophy that guide the candidate's efforts in teaching and service.

   3. A Curriculum Vitae.

   4. Evidence in support of excellence in teaching. This evidence is developed and

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

organized as per the guidelines for tenure-track faculty. Such evidence should include course syllabi, students' course evaluations, and classroom observations by the Department Chair. However, clinical faculty members are also expected to provide letters of assessment sought by department chairs from supervisors at clinical sites.

5. Evidence in support of excellence in service. In general, this evidence is developed and organized as per the guidelines for tenure-track faculty. It is critical to emphasize that service expectations for non-tenure track faculty are significantly higher than those for tenure-track faculty.

6. While there is no requirement for evidence in support of scholarship, a candidate may include evidence in support of scholarship of teaching. Faculty must maintain expertise and credentials as required by university, college and program accreditation.

Timeline for Review

Candidates who wish to be considered for promotion should submit their materials to the Chair on the same timeline for tenure system faculty. Review of these materials and recommendations will be made by the Departmental/unit Personnel Committee, the Chair, the College Personnel Committee, the Dean and the Rank and Tenure Committee. The Provost/Chancellor will inform candidates of the final decision. Candidates who are not recommended for promotion will normally be considered subsequently every three years. There are no limits on the number of times that a candidate is considered.

B. As the sole bargaining representative, the MSP shall continue its policy of accepting into membership in the Unit all eligible persons without regard to age, race, color, religion, national origin, marital status, gender, sexual orientation, handicap, or veterans' status. The MSP and its affiliates shall represent equally all Unit members without regard to membership or participation in other activities.

C. During the terms of this Agreement, the jurisdiction of the MSP shall extend to those faculty and librarians who now or hereafter hold full-time appointment to the positions included in the bargaining Unit, and no position shall be removed from the Unit as defined in paragraph "A" above except as may be otherwise mutually agreed by the Parties. In the event new positions are created and the parties, after conferring on the matter, are unable to reach agreement as to the placement of such positions within the bargaining Unit, the dispute shall 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE III
UNIVERSITY MANAGEMENT RIGHTS AND PREROGATIVES

A. General Provisions

The management of the University and the direction of the employees in the bargaining unit are vested exclusively in the University of Massachusetts Board of Trustees. The Board shall continue to have all rights customarily reserved to management. Reserved rights include but are not limited to the following:

1. The right to enact University policies, rules, and regulations which are not in conflict with this agreement;

2. The right to hire, promote, suspend, discipline, transfer, or discharge for proper cause all employees and determine their qualifications;

3. The right to award tenure or to otherwise determine the employment period of all employees in the unit;

4. The rights to relieve employees from duty because of lack of work, legislative budget reductions, financial exigency or other proper reasons;

5. The right to determine financial policies, budgetary preparation and submission including accounting procedures; and

6. The right to determine the management organization of each aspect of the University operation and the selection of employees for promotion to supervisory or other managerial positions.

B. Limitation of Management Rights

Provided that in the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the limitations imposed and/or secured by the specific and express terms of this Agreement. Both the exercise of management rights and the limitations secured by the Agreement shall be valid only to the extent they are in conformance with the Constitution and laws of the Commonwealth of Massachusetts and the United States of America.

C. Management Prerogatives

l. Nothing in this Agreement shall be deemed or construed to impair or limit those powers and duties of the Board which may not be delegated or circumscribed under the laws of the Commonwealth.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE IV
SCOPE OF AGREEMENT

A. It is agreed and understood by the Board and the MSP that this Agreement has been entered into between the parties as a result of the provisions of M.G.L.C., 150E. Neither party to this Agreement has waived any rights accorded under the M.G.L.

B. This Agreement shall constitute University policy and the University shall carry out the commitments contained herein and shall give them full force and effect.

C. With respect to matters relating to terms and conditions of employment which may not be covered by this Agreement and which are proper subjects for collective bargaining and which have not been expressly modified by this Agreement, the Board agrees that it will make no change without appropriate consultation and negotiation with the MSP.

D. If any provision of this Agreement or any application of any provision of this Agreement to any employee or group of employees shall be found contrary to law by a Court of Competent Jurisdiction, such provisions shall be deemed invalid but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of re-negotiating the provision or provisions deemed invalid.

E. The official designee of the MSP and the designee of the Chancellor of the University may jointly promulgate memoranda of agreement or interpretation to facilitate the implementation of the major bargains of the agreements and such memoranda may alter specific provisions of this Agreement where circumstances require such changes to facilitate the original intention of the parties in formulating the Agreement's underlying bargains.

F. This Agreement includes its Appendices.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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. The University agrees to deduct from the salaries of Unit members who have on file with the University an executed payroll deduction authorization form, as set forth in Appendix A-1, the amount equal to the dues required as a condition of acquiring or retaining membership in the MSP/MTA/NEA. Said deductions shall be made in equal monthly installments. The MSP/MTA will indemnify and hold the employer/University administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Section B of Article V.

C. The University agrees that the MSP shall have the right to reasonable use of the University's mailing and telephone system for conducting MSP business in accordance with duly authorized University procedures regarding said use. In addition, the MSP will be provided with suitable office space on campus. Such office space shall be furnished with a telephone.

D. The MSP shall have the right to hold orderly meetings at University facilities subject to reasonable availability.

E. Department Chairs shall see that a department bulletin board is placed next to the faculty mailboxes and they shall arrange for the posting of MSP official notices on said bulletin boards. Substitute arrangements may be made with the consent of the MSP.

F. The University shall notify the MSP Official Designee or their designee of all litigation, threatened litigation, equal employment opportunity grievances, or other formal controversy that involves or impacts significantly upon bargaining Unit members.

G. Upon request, MSP officers shall be granted time to conduct MSP business on or off campus provided that such time does not unreasonably interfere with their regular teaching or with librarian professional obligations. Such requests will not be unreasonably denied.

H. Representatives of the MSP shall be permitted to enter University premises at reasonable hours to carry on MSP business providing that such entrance does not interfere with regular University activities. It is understood that if the MSP seeks to use University premises after normal hours, it shall conform to the established procedures for faculty use at such times.

I. On behalf of the Board, the Chancellor of their designee shall meet with representatives of the MSP at least once each month for the purpose of maintaining good relationships through regular communications and for discussing any matter of mutual concern. The Chancellor of the University shall also designate one appropriate individual to respond as a matter of priority to written, personal, and telephonic communications from the official designee of

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

the MSP. This obligation, which shall be borne reciprocally by the MSP, shall be part of the continuing obligation to bargain and implement the Agreement in good faith, and an extensive pattern of failure by the official designee of either party to make serious and practical efforts to respond personally and promptly to the official communications of the other, and/or to keep scheduled appointments, may constitute an unfair labor practice.

J. The University agrees to post the collective bargaining Agreement between the MSP/MTA and the Board on the official website of the University of Lowell as a pdf file, and the University will make hard copies available in the major campus Libraries and in the Office of Provost. The MSP/MTA will have hard copies available in the MSP Office.

K. The Board shall make available to the MSP/MTA, upon its written request and within a reasonable time thereafter, such statistics and information as are necessary for the implementation of this Agreement concerning the collective bargaining unit, which are in the possession of the Board of Trustees. The University will provide the information specified in the Union's December 15, 2008 proposal (as follows) for which it has the present data collection capacity:

In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement. Also, in each year of this Agreement, the Employer/University Administration shall furnish the Union with the following information:

(a) on October l and March l, a list of bargaining unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;
(b) on October l and March l, a list of bargaining unit members going to or returning from a non-bargaining unit position, including academic base salary;
(c) on October 3l and March 3l, a list of bargaining unit members whose fraction of appointment has changed;
(d) on or before March l, a salary list (all campus employees with name, dept name, UM state title, title, Grade, Annual Salary Rate, PT/FT, Fund Source, sorted by MBU/college, dept, titles, alpha) to be submitted once yearly;
(e) on October 3l and March 3l, a list of part-time and visiting faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and department/program;
(f) monthly, a list of bargaining unit members which shall include salary, state title, hire date, and tenure decision year;
(g) all officially adopted (i.e., by the Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campuses, and University.

By October l and March l of each year of this Agreement, the Employer/University Administration shall furnish to the Union an updated list of the names, work addresses, work telephones, position and department/program by campus of all bargaining unit members; on the same dates, the Employer/University Administration shall furnish to the Union an updated

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

D. Grievance Procedure

1. Informal Procedure

A unit member and/or the union is encouraged to meet and confer with the department chair and/or Dean (as applicable) when a problem relating to employment arises. The

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

flexibility of informal discussion often results in solutions to employment problems more easily and quickly than formal procedures.

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 Dean. If the academic chair and the grievant have not resolved the complaint prior to the timeframe for filing a formal 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

a. Level One: Dean of the College or the Dean of Libraries

When a grievance arises, the grievant must set forth in writing to the College Dean or Dean of Libraries as succinctly as possible the complaint, including the relevant facts, the contractual provision(s) violated, how the provisions were allegedly violated, and the specific remedy requested, and shall state same on the grievance form as promulgated herein in Appendix A-12 (or any jointly promulgated successor) or a reasonable facsimile thereof and shall supply appropriate support documents. No complaint shall be filed more than 45 calendar days after the event upon which the grievance is based or from the date when the grievant(s) had or should have had knowledge of the event.

If the grievance was not discussed with the College Dean or Dean of Libraries during the attempt to reach informal resolution during the informal process, upon request from the Union, the College Dean or Dean of Libraries shall meet, or arrange to meet, with the grievant and/or the Union within fifteen (15) calendar days from the receipt of such grievance. The Dean of the College or the Dean of Libraries shall render a written decision on the grievance within thirty (30) calendar days from the date of receipt of the grievance, providing reasons justifying such decision to the grievant(s) and the union.

b. Level Two: The Chancellor of the University

If the grievant is not satisfied with the disposition of the grievance at Level One, they may move to file such grievance with the Chancellor within twenty-one (21) calendar days after the date of written response of the College Dean or the Dean of Libraries is received or is due. Any grievance filed directly with the Chancellor at Level Two, without first having filed at Level One, must be filed within forty-five (45) calendar days of the occurrence, or knowledge of the occurrence. The Chancellor or their designee shall investigate the matter and within forty (40) calendar days from the filing of the grievance at Level Two, they shall render a written decision providing reasons to justify such decision to the grievant and the union.

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Failure to file with the Chancellor or their designee within the time specified shall be deemed to be acceptance of the decision rendered at Level Two or a decision by the MSP/MTA to proceed directly to arbitration.

Mediation will only occur in those cases where both parties mutually agree to engage in mediation.

Within forty (40) calendar days of receipt of the appeal, the parties shall meet for the purpose of mediation. The parties shall mutually agree upon a mediator to facilitate the process.

If no settlement is reached in the mediation conference, the grievance may be appealed to arbitration pursuant to E.1.c. below.

The parties agree to split the cost of mediation equally.

Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without injuring their case if mediation is unsuccessful and the case goes to arbitration. Confidential information disclosed to a mediator in the course of mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely or introduce as evidence in any arbitral, judicial, or other proceeding:

1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
2. Admissions made by another party in the course of the mediation proceedings;
3. Proposals made or views expressed by the mediator; or
4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

No Unit member may be represented on any level of the grievance procedure by an agent and/or representative of any employees' organization other than the MSP/MTA.

c. Filing Notice

The arbitration proceeding may be initiated by filing an authorized demand for arbitration with the American Arbitration Association or The Labor Relations Connection. The notice shall be filed within ninety (90) calendar days during the faculty academic year after receipt of the decision of the previous level under the grievance procedure, or where no decision has been issued, after the date when the decision was due. (Notice of intent to file sent to the Chancellor preserves the right to file for another ninety (90) calendar days or until the University demands filing or withdrawal, whichever comes last.) The demand for arbitration filing or withdrawal shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the special provision of the agreement involved. (In this Article, "calendar days" shall in all instances refer to days within the academic year. Absent an agreement of the Parties, once a grievance has been formally filed at Level 1, all timelines within this article shall be considered calendar days within the calendar year.) At the union's request, the time limits for any grievance that has been filed may be tolled between the spring and fall semester.

d. Selection of Arbitrator

The American Arbitration Association or The Labor Relations Connection shall be requested to appoint a panel of arbitrators, from which the parties shall select an arbitrator to hear the particular grievance. If the parties cannot agree as to which member of the panel shall be selected, the American Arbitration Association or The Labor Relations Connection shall designate the arbitrator.

e. Arbitration Rules and Procedures

The regular voluntary labor arbitration rules of the American Arbitration Association or The Labor Relations Connection shall be utilized, provided that expedited procedures may be requested by joint decision and agreement of the MSP Official Designee and the Provost.

2. Determinations of the Arbitrator

Within thirty (30) days after the conclusions of a hearing, or within thirty (30) days after the date on which briefs shall have been submitted to the arbitrator in lieu of such hearings, the arbitrator shall determine:

a. whether the MSP/MTA and, where a unit member or unit members sought resolutions of the grievance through the formal grievance steps of this Article, such unit member or members have complied with the procedure for initiating and pursuing a grievance as

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

set forth in this Article;

b. whether the complaint alleges a breach of a provision of the contract;

c. whether the arbitrator has jurisdiction to arbitrate; and

d. whether a provision(s) of this Agreement has been violated in its application to the grievant. The arbitrator shall render their decision in writing, shall state the reasons therefore, and shall promptly provide copies of their decision to the parties to the arbitration proceeding.

3. Decision of the Arbitrator

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

4. Award of the Arbitrator in General

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant by each unit member as claimed, they shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, they may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award by way of penal damages; and provided further that, save as this Agreement hereinafter provides, the arbitrator shall make no award that grants any appointment, reappointment, promotion, retention, termination, renewal of contract, or tenure to any member of the Unit except as is provided for in the Agreement.

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 where 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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 preceding 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 or The Labor Relations Connection within fourteen (14) working days of the date on which notice shall have been given pursuant to the provisions of this paragraph.

Whenever in their complaint any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision of the University made pursuant to an exercise of academic judgment was, in its application to them, both arbitrary or capricious and made in bad faith, the arbitrator shall have the power to determine the truth or falsity of both such allegations. Whenever the arbitrator shall have found as a matter of fact, on the basis of clear and credible evidence, that both such allegations are true, they shall have the power to make any such final and binding award as they may deem necessary to make the grievant whole; provided, however, that whenever the arbitrator shall, in respect of such allegations, have found that such determination or decision of the Board was arbitrary or capricious but was not made in bad faith, they shall remand such determination or decision as is herein before provided, except in the case cited in section 5, a., of this article.

6. Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by or on behalf of the MSP/MTA and fifty percent (50%) by the Board. All payments to the arbitrator shall be made within thirty (30) days of the rendering of their statement of fees and expenses. In all other respects the parties shall bear their own costs for arbitration.

7. Grounds of Appeal

The Board and the MSP/MTA shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11, and 12 of the General Laws.

F. Representation

Any Unit member may initiate and pursue a grievance through the informal and formal steps of the grievance procedure (except arbitration) without intervention of the exclusive representative

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

of the employee organization representing them provided that the exclusive representative shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member of the Unit may request through the MSP President (or other designated grievance officer) that the MSP/MTA represent them at any step of the grievance procedure. If such request is granted, the MSP/MTA shall notify in writing the Dean, or the Chancellor of the University, as the case may be, of the name and address of such representative at the time they are so authorized to represent the grievant.

The provision of representation, assistance or advice to a grievant does not necessarily constitute union endorsement of any or all of the grievant's claim. Notwithstanding the above, no grievant or representative of a grievant may advance a claim through the grievance-arbitration process that is contrary to contractual provisions and positions taken and/or negotiated by and on behalf of the MSP/MTA, or that is contrary to the MSP's related established administrative policies.

G. Grievance Based on Discrimination

A grievance relating to discrimination based on race, color, age, religion, gender, sexual orientation, handicap, or national origin shall be processed at the option of the grievant in accordance with the procedures established by the Chancellor which are under the direction of the Equal Employment Opportunity Officer. But the grievant may not elect to grieve under both procedures simultaneously. Any grievance alleging discrimination shall be reported, upon receipt of same, by the University to the Equal Employment Opportunity Officer at the earliest level. Remedies from the Equal Employment Opportunity process may not conflict with, exceed, or alter the terms of this Agreement.

H. Waiver, Admission, Termination, and Grounds of Appeal

1. Waiver--Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article all deadlines shall be adhered to, provided that, grievances involving truly significant interests shall not be deemed waived because of trivial deadline violations; and provided further, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

2. Admission--The resolution of a grievance by the Dean or the Chancellor of the University, or any of their designees, as the case may be, shall not be deemed to be an admission by the University that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission of any violation or breach, of the terms of this Agreement or be an admission that such grievance is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.

3. Termination--If any member or members of the bargaining unit shall initiate a proceeding in any administrative or judicial forum, including but not limited to the Massachusetts Commission Against Discrimination (MCAD) or Equal Employment Opportunity Commission (EEOC), and such complaint relates to any matter that is the subject of a grievance in which such member or members is or are the grievant, the grievance shall terminate as of the date of the initiation of such other administrative or judicial

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

proceeding, and the grievance procedures set forth herein shall be inapplicable to such grievance. This provision shall not operate to terminate a grievance where charges are filed by the MSP, or the MSP approves the decision of a bargaining unit member(s) to file charges, with the Department of Labor Relations.

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 Level One, the grievance may be brought directly to Level Two.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE VII
CRITERIA FOR APPOINTMENT, PROMOTION, AND TENURE

A. Appointment of Faculty Members and Librarians

1. General Provisions

Qualifications for appointment as hereinafter set forth in this Article are not to be construed to limit the right of recommending authorities to specify additional criteria when such criteria are customarily required for specialized or professional areas or are justified by exceptional or special circumstances. Candidates for initial appointment to a position within the Unit who must relocate their residences because the distance between the University of Massachusetts Lowell and their residence would not permit commuting, must agree to relocate their residences to Massachusetts as a condition of receiving initial appointment to positions within the Unit. Such agreement to initially relocate residence within Massachusetts is required to encourage new faculty to participate in community service activities within the Commonwealth; however, it is understood that such agreement shall not control in contravention of the principles that underlie the Constitution of the United States, nor where waived by the Chancellor of the University. [The Chancellor in their sole non-grievable discretion may waive such agreement where it would impose an unusual personal hardship on the candidate or their family.] Candidates appointed in September shall receive two-year initial appointments, and candidates appointed in January shall receive appointments that terminate two years after the September subsequent to their appointment.

High level academic administrators traditionally given faculty appointments may be given such appointment and/or tenure at any time within eighteen months of initial appointment. Other academic administrators such as Associate and Assistant Deans may be given faculty appointments in appropriate situations with consent of the MSP and the affected department. However, the search and department approval process for filling a new full-time faculty position must be followed before any such administrator holding a non-tenure track faculty appointment may enter the bargaining unit in a full-time faculty position.

Other than the above, the processes specified in this article are the exclusive legal methods of appointing unit personnel or persons with the right to enter the unit and no person may be legally awarded tenure in the unit except under and in conformance with the criteria specified in this Article and the processes specified in the Article that follows it; and/or in settlement of a grievance explicitly sanctioned by the MSP; an academic administrator may apply for promotion in the department of their primary faculty appointment and the University will notify the Union of the academic administrator's candidacy for promotion prior to the solicitation of external review letters. All qualifications, eligibility criteria, and evaluation processes contained in Articles VII and VIII shall apply. In special situations, an individual may be permitted to enter the unit through the transfer to the University of an appropriate position from another institution under the jurisdiction of

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 Dean of University Library 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 Dean of University Library.

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 Dean of University Library, 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 Dean of University Library 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 and at least two years of such experience at the rank of Associate Professor; research or scholarly achievement as demonstrated by a continued record of accomplishment resulting in publication of a significant and extensive number of articles in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, and/or significant and wide recognition by learned societies or professional associations for demonstrated achievement or leadership in the discipline or professional area which is to be taught.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

b. Exceptions to Requirements for Faculty Appointments

(1) Waiver of Master's Degree for Instructor Appointments

The specified master's degree requirement for appointment to the rank of instructor may be waived for a candidate actively pursuing a doctoral program in an institution accredited at the doctoral level if such a candidate has completed all requirements for such a program except the thesis;

(2) Waiver of Doctorate for Appointment to Assistant Professor and Assistant Clinical Professor

The specified doctoral requirement for the rank of Assistant Professor may be waived by recommending authorities as follows:

(a) Accounting

In the area of accounting for an individual who possesses both the M.B.A. degree and professional C.P.A. certification;

(b) Computer Science

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

(c) Health Professions

In the areas of exercise physiology, health, medical technology, nursing, and physical therapy for an individual who possesses a master's degree in the field to be taught from an institution accredited for graduate study by the appropriate professional association plus 30 graduate credits or demonstrated clinical excellence acceptable to recommending authorities.

(3) Waiver of Doctoral Requirements

The specified doctoral requirements for the three professorial ranks may be waived by recommending authorities for any one of the following categories of candidates:

(a) Studio Art and Music Performance

Candidates in studio art and music performance (excluding candidates in such academic or professional fields as art education, art history, music education, music history, and music theory) who possess professional graduate degrees which are recognized by recommending authorities as

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

"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 of the College of Engineering or College of Music as "terminal qualifications."

(4) Waiver of Doctorate and Experience Requirement for Exceptional Candidates

The specified doctoral and/or teaching experience requirements for the three professional ranks 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.

(5) Waiver of Teaching Requirement

Up to three years of the teaching requirements 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.

(6) Substitutions for Publication Requirement

Comparable studio and performance achievements may be substituted for the specified publication requirements of the upper professorial ranks by terminally qualified individuals in studio art and music performance.

3. Professional Librarian Appointments

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

a. Standard Requirements for Professional Librarian Appointments are as follows:

(1) Instructor Librarian

A master's degree in library science from an accredited ALA institution or other master's degree which is in an area specifically related to library functions and which is acceptable to recommending authorities;

(2) Assistant 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 plus two years of full-time professional library experience in a college, university, or

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 of qualities appropriate to a member of the faculty occupying a permanent position.

b. Reasonable assurance of continuing development and achievement leading to further contributions to the University.

c. General Areas of Faculty Evaluation for Promotion

(1) Instructional Effectiveness

Including, but not limited to, adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; development, improvement and demonstration of subject-matter competence, continued improvement of methods and procedures

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

of classroom presentation; active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; conscientious discharging of responsibilities for student advisement throughout the academic year; and special or uniquely valuable contributions to the development or implementation or teaching of needed courses in any college or division of the University, and the like.

Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty appointment and advancement.

(2) Research and Publication

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

(3) Service Contributions

Service to the Profession, service to the University, and community service:

(a) Service to the Profession

Including, but not limited to editing professional journals, review for journals and conferences, moderating at conferences and professional meetings, reviewing proposals, serving on the boards of professional societies, and organizing professional meetings.

(b) 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 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

(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 community also includes significant outreach activities, performed in your professional capacity, such as outreach to K-12 students and teachers, outreach to other community groups, and public outreach.

d. Specific Rank Requirements

(1) Specific Promotion Requirements for Faculty Ranks

(a) Assistant Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities. The University shall promote an instructor who satisfies terminal qualifications to the rank of assistant professor without the necessity of going through the entire promotion procedure contained in this agreement where the individual has the positive recommendation of their department and the College Dean. The promotion shall become effective at the time next when other promotion recommendations become effective.

(b) Associate Professor

An earned doctorate from an institution accredited at the doctoral level and in a discipline or field acceptable to the recommending authorities; 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 taught; and six (6) years of successful, full- time teaching experience in four year institutions of higher education with at least two years of such experience at the rank of Assistant Professor at the University of Massachusetts Lowell. [Promotion of a non- tenured Assistant Professor to Associate Professor automatically confers tenure.]

(c) Professor

An earned doctorate from an institution accredited at the doctoral level, a contractual waived doctorate, or a faculty member who falls within the contractual Special Provisions (Grandfather Clauses) and in a discipline or field acceptable to the recommending authorities; research or scholarly achievement as demonstrated by a continued record of accomplishments resulting in publication of a significant and extensive number of articles in recognized professional and/or academic journals, and/or in publication of a book or its edited equivalent, and/or significant and wide recognition by learned societies or professional associations for demonstrated

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

achievement of leadership in the discipline or professional area which is taught; and eight years of successful, full- time teaching experience in four year institutions of higher education at the rank of Assistant Professor or higher with three years of such experience at the University of Massachusetts Lowell two of which years must be at the rank of Associate Professor.

(2) Exceptions to Specific Requirements for Faculty Ranks

(a) Waiver of Doctorate for Promotion to Assistant Professor and Assistant Clinical Professor

The specified doctoral requirement for the rank of Assistant Professor may be waived by recommending authorities as follows:

i. Accounting -- In the area of accounting for an individual who possesses the M.B.A. degree and professional C.P.A. certification;

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;

iii. Health Professions -- In the areas of exercise physiology, health, medical technology, nursing, and physical therapy for an individual who possesses a master's degree in the field to be taught from an institution accredited for graduate study by the appropriate professional association plus 30 graduate credits or demonstrated clinical excellence acceptable to recommending authorities.

(b) General Waiver of Doctoral Requirements

The specified doctoral requirements for the three professorial ranks may be waived for any one of the following categories of candidates:

i. Accounting -- Individuals appointed to the University prior to September 1980 in the field of accounting who possess both the M.B.A. degree and professional C.P.A. certification;

ii. Studio Art and Music Performance -- Individuals in studio art and music performance (excluding candidates in such academic or professional fields as art education, art history, music education, music history, and music theory) who possess professional graduate degrees which are recognized by recommending authorities as "terminal qualification" in the disciplines or fields which are taught and which have been earned at an institution accredited for graduate study by the appropriate professional association;

iii. Industrial and Sound Recording Technology -- Individuals in the field of industrial and sound recording technology who possess professional graduate degrees which are recognized by recommending authorities of the College of Engineering or College of Music as "terminal qualifications";

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

iv. Exceptional Candidates -- Individuals who are widely recognized in their fields for exceptional talents or special accomplishments.

(c) Waiver of Teaching Requirements

Up to three years of the teaching requirement may be waived for specified reasons relating to specialized or professional areas when, in the judgment of recommending authorities, the candidate for promotion possesses suitable substitute experience. One year of the overall teaching requirement, but not the minimum number of years of teaching required specifically at the University of Massachusetts Lowell, may be waived where a person, having completed at least one year of teaching at the University of Massachusetts Lowell, is awarded a major research grant and as a result, takes a leave of absence. In such instance the year's leave to pursue the grant-funded research may be counted toward the overall teaching minimum.

(d) Substitution for Publication Requirements

Comparable studio and performance achievements may be substituted for the specified publication requirements of the upper professorial ranks by terminally qualified individuals in studio art and music performance.

(e) Special Provisions (Grandfather Clauses)

Assistant Professors who were employed prior to September 1975 by Lowell State College or Lowell Technological Institute and who have been in continuous employment of either predecessor institution and the University may be eligible for promotion to Associate or Full Professor as follows:

(1) Terminally or non-terminally qualified individuals who hold at least a master's degree or doctoral candidacy status and evidence records of superior instructional effectiveness and exceptional, substantive service to the University (including service below the University-wide level) and/or public sector, such service to be directly related to an individual's academic discipline or professional field; or

(2) Non-terminally qualified individuals who hold at least a master's degree or doctoral candidacy status and

(a) evidence records of superior instructional effectiveness and significant recognition by learned or professional associations for demonstrated achievement or leadership in the discipline or professional field which is taught; or

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

(b) evidence records of superior instructional effectiveness and significant research or scholarly achievement as demonstrated by publication in recognized professional and/or academic journals and/or in publication of a book or its edited equivalent, such publications to be directly related to an individual's academic discipline or professional field.

C. Faculty and Librarian Tenure

The granting of tenure is the single most important personnel decision made by the University. Tenure, once attained, shall confer upon the individual the right to hold their position and not to be removed there from except as provided through due process and for just cause. Barring unforeseen circumstances, tenure obligates the University to the 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 Librarian[2]. 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.

---

[2] *Two 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. For persons hired mid-academic year, the TDY is six years from the following September. Persons hired as associate or full professors and not given tenure at time of hire must have two years of service at University of Massachusetts Lowell at the time tenure becomes effective.*

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 achieve promotion to Assistant Professor or Assistant Librarian by the end of their fourth year of continuous full-time service are ineligible for tenure at the University and shall receive notice prior to the beginning of the fifth year that they are beginning a terminal one-year contract.

b. Individuals appointed to positions with the rank of Instructor or Instructor Librarian who achieve promotion to Assistant Professor or Assistant Librarian by the end of their fourth year of continuous full-time service, but who have failed to achieve promotion to Associate Professor or Associate Librarian by the end of their sixth year of continuous full-time service are ineligible for tenure at the University and shall be given notice prior to the beginning of the seventh year that they are beginning a terminal one-year contract.

c. Individuals appointed to positions with the rank of Assistant Professor or Assistant Librarian who fail to achieve promotion to Associate Professor or Associate Librarian by the end of their sixth year of continuous full-time service are ineligible for tenure at the University and shall be given notice prior to the beginning of the seventh year that they are beginning a terminal one-year contract.

d. Individuals appointed to positions at the ranks of Associate Professor, Professor, Associate Librarian, Librarian and who have failed to achieve tenure status by the end of their sixth year of continuous full-time service at the University of Massachusetts Lowell shall be given notice prior to the beginning of their seventh year that they are beginning a terminal one-year contract.

7. Exclusions

a. Individuals shall not be awarded tenure solely because of malfeasance, misfeasance, or nonfeasance on the part of chairpersons, supervisors, deans, directors, or committees. In the event of such malfeasance, misfeasance, or nonfeasance, the Chancellor shall have the right to act independently to comply with specified notification deadlines. Technical, clerical or procedural errors shall not confer tenure.

b. Individuals holding positions with titles of department chair, department chair with head status, coordinator, director, supervisor, dean, or other administrative or quasi-administrative titles, shall not be eligible for tenure with these titles although they may be eligible for tenure with faculty or librarian rank in accordance with policies governing such tenure.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

c. Individuals appointed with part-time (less than full-time) status as faculty or librarians shall not be eligible for tenure. Contracts for such part-time faculty or librarians shall note the part-time nature of such an appointment, and any restrictions on further hiring, where applicable.

d. Individuals appointed with part-time status as faculty or librarians who are subsequently appointed as full-time faculty or librarians may not receive credit for part-time appointments in determining eligibility for tenure.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE VIII
TENURE AND PROMOTION PROCEDURE

No individual may apply for tenure and/or promotion unless evaluated as provided in the Evaluation Article. In the case of unit members applying for promotion, the most recent annual evaluation(s) and merit evaluation(s) (or the fact that such evaluations do not exist because the individual did not submit to evaluation) shall be available to the Department Personnel Committee and subsequent review levels for due consideration. (In all that follows, a reviewing authority is the same thing as a recommending authority.)

A. Faculty Promotion/Tenure Process

l. Application for Review

a. A faculty member who wishes to be considered for promotion or tenure will inform their Department Chair by the appropriate period in the academic year in which the requested recommendation is sought. It is the responsibility of each candidate for promotion or tenure to ensure that their completed professional vita is filed with the department Chair, who shall forward this material to the Department Personnel Committee. Any faculty member may remove themselves from consideration at any level.

b. The tenure decision shall be made no later than the sixth year of service with the University. No more than three years prior service at a four-year institution of higher education in the United States or Canada can be credited to the experience requirement of promotions which confer tenure. A faculty member may request at their option an early tenure determination. But it is understood that no candidate may apply for tenure once a Department has recommended, or the University has initiated implementation of, termination at any time before September 15th of the fourth year at the University. If such recommendation or initiation occurs during a tenure process, the individual is automatically removed from that process.

The Tenure Decisions Year (TDY) above will be extended in accordance with Article XX Supplemental Benefits Section B.5.

2. Review Levels

Each faculty candidate for promotion and/or tenure, whether by the standard requirements or the exceptions to same or the special provisions, shall be reviewed by a Department Personnel Committee, a College Personnel Committee, the College Dean, and the University Rank and Tenure Committee.

All required materials filed by a candidate for promotion and/or tenure, all recommendations from each level of review (both positive and negative) plus written responses (if any) of the candidate to reviews made at the levels of the department, college, and dean shall be forwarded to all subsequent review levels. Recommendations which are made at any level shall not be binding at any other level. Recommendations for tenure and for each rank of promotion shall be made as hereinafter provided.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

a. Each reviewing authority develops an alphabetical list of individuals who are recommended for tenure, including those individuals who are simultaneously evaluated for both promotion and tenure. (Applicants for simultaneous evaluation for promotion and tenure shall not be evaluated separately for tenure or for promotion).

b. Each reviewing authority develops an alphabetical list of individuals who are recommended for each rank of promotion. Candidates who are simultaneously evaluated for both promotion and tenure shall appear on both tenure and promotion lists and shall be listed in alphabetical order. The results of each reviewing authority's vote count will be forwarded to the subsequent levels of review.

c. Each reviewing authority develops an alphabetical list of individuals who are not recommended for tenure and an alphabetical list of individuals who are not recommended for promotion (by level of requested promotion). Unrecommended candidates who are simultaneously evaluated for both promotion and tenure shall appear on both promotion and tenure listings of unrecommended individuals. The phrase "review" as used in this Article refers to a process which leads to a positive or negative recommendation; however, it is understood that the Department/College/Library committees, Deans and the University Rank and Tenure Committee shall submit written reasons for their respective decisions whether positive or negative.

d. All decisions of Committees in this process[3] shall be made by vote of their members and all votes shall be by a simple majority of those committee members present and voting. Positive recommendations require a positive majority vote equal in number to a majority of the Committee members present and voting.

e. Committees may make reasonable procedural rules not inconsistent with this Agreement.

3. Membership of Faculty Personnel Committees

a. Subject to the specifications below, each department shall vote annually on the membership of Department Personnel Committees. For those departments that have one (1) to ten (10) members, all eligible members shall serve on the committee. For those with ten (10) or more, at least ten (10) or the maximum numbers eligible if less than ten shall serve on the committee.

At least one rank-eligible Associate or Clinical/Teaching Professor must serve on Departmental Personnel Committee as a voting member when Clinical/Teaching faculty come up for promotion. For Departments/Colleges without Associate or Clinical/Teaching faculty, these provisions will include language for a process that is parallel to that used when there are insufficient full-time tenured professors in a department.

1) Review for Assistant Professor

All Assistant, Associate and Full Professors are eligible to serve on the Department Personnel Committee when it reviews Candidates for Assistant

[3] and the Salary Review Process.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Professor.

2) Review for Associate Professor

Only tenured Associate and Full Professors are eligible to serve on the Department Personnel Committee when it reviews candidates for Associate Professor.

3) Review for Full Professor

Only tenured Full Professors are eligible to serve on the Department Personnel Committee when it reviews candidates for Full Professor.

4) Review for Tenure

Only tenured Associate and Full Professors shall be eligible to serve on the Committee when it reviews for Tenure.

5) Election of Committee Chair

Each department committee shall elect a Chair from its membership. Such Chair shall be entitled to full participation in Committee deliberations and may vote.

6) Membership Disqualification

An individual is ineligible for membership on a committee if there is a conflict of interest such as they are a candidate under review or they have a familial or personal relationship with a candidate under review.

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Each college shall have a College Personnel Committee consisting of a full professor from each department in the college elected by majority vote of faculty members in the department[4]. Department chairs do not serve on the CPC. Should a department have only one full professor, the department shall have an election of the full and associate professors to serve on the CPC. The members of the CPC will elect a chair. Members of the CPC will recuse themselves from votes for faculty members from their own department. They will present faculty candidates from their own department and answer questions and will then leave the room before the vote takes place. The CPC will write one letter that is reflective of the committee vote including majority and minority recommendations (CPC =Level 3).

Where any College shall have less than three (3) members eligible to serve on the College Personnel Committee, then qualified non-Chair individuals, from allied departments first sourced from within the College, and if insufficient rank-eligible members are still not identified, then from allied departments from another College shall be designated by the College Dean. If after reasonable efforts by the College Dean, no one is found to be acceptable to the eligible members of the CPC and the candidate(s), the MSP President and the College Dean shall jointly designate someone to serve.

At least one Full Clinical/Teaching Professor, elected by majority vote of Clinical/Teaching faculty in the college, must serve on the relevant College Personnel Committee when faculty in those tracks come up for promotion. For Departments/Colleges without promoted Clinical/Teaching faculty, these provisions will include language for a process that is parallel to that used when there are insufficient full-time tenured professors in a department.

c. College Dean

Review shall be performed by the College Dean personally (Level 4). In the event of the disability of the College Dean, anyone designated to perform this function in substitution for the Dean must be qualified to hold the office of College Dean.

d. University Rank and Tenure Committee

(1) Committee Membership

The University Rank and Tenure Committee shall consist of the chairpersons of the six (6) college personnel committees (Engineering, Fine Arts & Humanities, Social Sciences, Sciences, Health Sciences, Business) and the Provost, who shall chair the University Rank and Tenure Committee but not vote. There also shall be two (2) non-voting observers (who may participate in Committee deliberations), one designated by the MSP Chair (or other MSP designated officer), one by the Chancellor of the University or their designee.
Observers shall concern themselves with the University's commitment to (1) fair and consistent procedures, (2) equal opportunity, and (3) academic standards.

[4] *The requirement of majority vote means that any person receiving a majority in the initial balloting shall be declared elected. After one balloting, the candidates with the lowest number of votes shall be dropped until a number of persons remains for a run-off election equal to the number of seats remaining to be filled multiplied by two. In this run-off election, the candidates with the greatest number of votes shall be elected, whether or not a majority is achieved.*

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Any observer who believes that any of the three criteria referred to above was violated shall give written notice to the MSP and the Chancellor, describing the details of the violations.

In addition, one Full Clinical Professor or one Full Teaching Professor shall serve on the University Rank and Tenure Committee when promotion cases from their respective tracks are under review. Full Clinical Professors shall be elected to review Clinical Faculty promotion cases, and Full Teaching Professors shall be elected to review Teaching Faculty promotion cases. If no eligible Full Clinical or Full Teaching Professor is available to serve, an Associate Clinical or Teaching Professor may be elected instead. If no eligible faculty member is available or willing to serve, the seat may remain unfilled. All such members shall be elected by a majority vote of the respective Clinical or Teaching faculty at the University, with the election conducted by the MSP. Only faculty at or above the rank under review may vote in these elections or on promotion cases.

An elected member of the University Rank and Tenure Committee writes a letter for each candidate that is reflective of committee vote including majority and minority recommendations (University R&T = Level 5).

Rank and Tenure Committee Members acknowledge that the promotion and tenure process constitutes a confidential personnel matter and that they have read the tenure files of each candidate for promotion and tenure.

(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

<u>Criteria for Promotion</u>

- Have a one-on-one meeting with Dean of University Library 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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

    - 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

<u>Promotion Process</u>

- Notice of intent to go up for promotion made to the Dean of University Library
  - 1-month notice to Dean and Promotion Committee: September 1 to go up on October 1; and February 1 to go up on March 1

  Promotion Committee: includes all librarians who are rank-eligible, a faculty member elected by the MSP, and a faculty member elected by the University. The faculty members should be familiar with the work of the candidate

  - Librarian candidate has opportunity to recommend to the MSP faculty member for the committee. Final decision rests with MSP.
  - Dean of University Library has opportunity to seek recommendations for rank-eligible faculty member for the committee from the candidate. Final decision rests with Dean of University Library.
  - For both above recommendations, the Librarian candidate should recommend no more than 5 faculty members.

<u>Review Levels</u>

- Level 1: The promotion committee, structured as above, delivers recommendation letter reflecting spirit/tone of conversation to Dean of University Library and to the librarian candidate 3 weeks later: 3rd Monday in October or 3rd Monday in March respectively.

- Level 2: Dean of University Library reviews dossier and promotion committee recommendation and delivers response along with recommendation letter to Office of the Provost and to the librarian candidate 3 weeks following receipt from the promotion committee: 2nd Monday in November or 2nd Monday in April

- Level 3: Office of the Provost reviews dossier and Promotion Committee and Dean of University Library recommendation letters, and delivers letter communicating decision to Librarian candidate 2 weeks later: 1st Monday in December or 1st

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Monday in May

- Office of Provost can only recommend Promotion if there is at least one positive recommendation at a prior Level.

Librarian has opportunity to appeal to Chancellor if the Office of Provost level is negative. Librarian has 2 weeks to appeal to the Chancellor if necessary: 3rd Monday in December or 3rd Monday in May

Chancellor has 4 weeks for response: 3rd Monday in January or 3rd Monday in June

Salary adjustment, as deemed appropriate, to be implemented the second payroll period following the final decision

The librarian candidate will receive copy of the letter at each level and has the right for rebuttal at each level. Librarian rebuttal due 7 days from response/recommendation at each Level 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 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. In the event a candidate receives three or more positive reviews and the Chancellor does not recommend tenure, 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 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. In the event a

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

candidate receives three or more positive reviews and the Chancellor does not grant promotion, 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 promotion provided for within the Agreement.

It is further understood that where promotion and tenure are concerned the Department/College committees, Deans 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

The University Administration shall provide to the MSP 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 President, Vice President, 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 or their designee.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 Merit, and (3) a review in connection with a personnel action (promotion and tenure).

All annual evaluations, merit evaluations, and reviews for personnel action by the Chair and Department Personnel Committee (DPC) and evaluations of Chairs by Deans/Dean of University Library shall result in written prose documents. Such documents shall be fully privileged to reflect the perceived strengths and weaknesses of the individual reviewed in accordance with the evaluator's professional academic judgment and shall take into consideration all relevant and/or required matters, as outlined in Articles VII, VIII, and IX. The person evaluated must sign, acknowledging that they have seen the document (signature does not indicate agreement), and such person shall be entitled to write a written rebuttal which then must be attached to the evaluation(s) and which shall be reciprocally privileged.

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

1. Annual Evaluation

   This evaluation must be performed annually by department chairs and Department Personnel Committees for all non-tenured tenure-track faculty, Assistant Teaching and Clinical Professor, and is recommended for Associate Teaching and Clinical Professors (to provide documentation for promotion) .

2. Merit Evaluation

   Department Chairs shall evaluate eligible unit members in connection with the several aspects of College Merit specified in the Salary Article.

   The College Dean evaluates Department Chairs. All unit members, including Department Chairs, may request alternative supplemental evaluations from elected Department.

3. Review in Connection with a Personnel Action

   The phrase "review" as used in this Agreement refers to a process which leads to a positive or negative recommendation. In making such recommendations, the Chair, Department/College committees, the Deans, and the University Rank and Tenure Committee shall review all relevant documents and materials and then submit written recommendations for their respective decisions whether positive or negative. The only exception to this requirement is as follows: nonreappointment of non-tenured Unit members made at a time up to their fourth full academic or professional year, as the case may be, shall be without the necessity of providing reasons in writing.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 reviews 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 non-reappointment 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.

Before the time when this Agreement requires that reasons be given for non-reappointment, whenever a Chair, the Department Personnel Committee, the Dean or the Provost has initiated the process of nonrenewal, the affected individual may not apply for promotion, tenure, or merit.

The scope of grievance rights connected with non-reappointment is to be found in the Grievance Procedure and Termination Articles of this Agreement.

C. Schedule for Evaluations

1. Annual Evaluation of Untenured Tenure-track Faculty and Assistant Teaching and Clinical Faculty

Each unit member under review shall be annually evaluated by their Department Chair and Department Personnel Committee (DPC). Such evaluations must be completed by the deadlines indicated in Table I and result in positive or negative recommendations concerning the reappointment and nonreappointment of non-tenured unit members. In all instances involving faculty, these annual evaluations should be preceded by classroom visits and a prose evaluation of same in accordance with Section D. below.

For each unit member under review, the Chair will review their CV, the Faculty Report form, classroom observations, student feedback on instruction, and other relevant documents and materials (see Sections D and F) and make a recommendation to the

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Department Personnel Committee. The Department Personnel Committee shall review the Chair's recommendation together with all relevant documents and credentials (see Sections D and F) and make a recommendation to the Dean. These recommendations shall be sent by the Chair to the Dean and to the Provost by the deadlines specified in Table I. The Provost and the Dean shall confer and make a recommendation to the Chancellor in sufficient time to satisfy the official notification deadlines.

Deadlines for making evaluations and recommendations for nontenured unit members are prescribed to assure institutional compliance with formal notification deadlines concerning nonrenewal of contract. As distinguished from these official notification deadlines to which they lead, the evaluation deadlines in Table I confer no rights upon persons being evaluated.

2. Student Feedback on Instruction

a. Student Feedback on Instruction of Assistant Professors and other Tenure System Faculty not yet Tenured, Assistant Clinical/Teaching Professors not yet promoted

Student feedback on instruction will be conducted in every class for all assistant professors, other tenure system faculty not yet tenured, and Assistant Clinical/Teaching professors not yet promoted. This feedback shall be considered as part of the annual evaluations and reviews in connection with personnel actions.

b. Student Feedback on Instruction of Tenured Associate and Full Professors, Associate Teaching/Clinical Professors, and Teaching/Clinical Professors

The purpose of student feedback on instruction is to inform faculty, department chairs, deans and the Provost about the impressions students have concerning their classroom experience. It is understood that student feedback 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 feedback instruments shall be developed at the College level.

At the faculty member's option, the faculty member may submit student feedback 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 this material at the end of each year. The faculty member shall become the sole custodian of student feedback at the end of every three academic years and shall have the exclusive authority and responsibility to maintain or destroy them.

Student feedback on instruction will be conducted in a single section of one course per semester. There shall be feedback in 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 feedback on instruction may be conducted in additional sections or courses.

c. Course syllabus: Faculty members will provide a syllabus for each course, whose suggested components include clear course objectives, required texts, reading and writing assignments with deadlines for completion, class attendance policy, evidence expected for meeting course objectives, rubrics for grading, plagiarism guidelines, and instructor's

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

University e-mail and office hours.

d. Student feedback on instruction instrument: An elected committee of five (5) tenured faculty in each College will develop evaluation instruments that satisfy standards of reliability and validity. The parties agree that the crafting of evaluation forms could be aided by input from agreed upon experts/consultants in the field of educational testing/evaluation. Such expertise will be made available to the College Committees. Any fees for these services shall be borne by the University. Furthermore, it is understood that the role of any outside experts/consultants shall be advisory and the responsibility of the formulation of any student evaluation rests with the elected College Committee. Each College will develop the evaluation instrument to be used by departments in their College by December 2012. A department may add additional questions specific to the discipline.

3. Merit Evaluation of Eligible Unit Members

Each eligible unit member shall be evaluated in accordance with the following schedule in Table II and as stipulated in the Salary Article of this agreement.

Non-tenured unit members who are eligible for merit evaluation under the terms specified in this Agreement, also must be evaluated for merit according to the schedule indicated in Table II.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

TABLE IA
ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES FOR UNTENURED TENURE TRACK UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE

Year of University Service	Initial Appointment	Chair Recommendation Deadline	Deadline for Department Personnel Committee Recommendations	Official Notification Deadline	For Termination at end of
1st	(2 yr. appt.)	3/15 of 1st yr.	4/1 of 1st yr.	9/15 of 2nd yr.	2nd yr.
2nd	(2 yr. appt.)	3/15 of 2nd yr.	4/1 of 2nd yr.	9/15 of 3rd yr	3rd yr
3rd		3/15 of 3rd yr.	4/1 of 3rd yr.	9/15 of 4th yr.	4th yr.
4th		3/15 of 4th yr.	4/1 of 4th yr.	9/15 of 5th yr.	5th yr.
5th		3/15 of 5th yr.	4/1 of 5th yr.	9/15 of 6th yr.	6th yr.
6th		3/15 of 6th yr.	4/1 of 6th yr.	9/15 of 7th yr.	7th yr.

* Persons appointed in January shall begin their first year of service for purposes of evaluation and tenure in the following September.

TABLE IB
ANNUAL EVALUATION SCHEDULE AND OFFICIAL NOTIFICATION DEADLINES FOR TEACHING AND CLINICAL FACULTY UNIT MEMBERS--BY YEAR OF UNIVERSITY SERVICE

Year of University Service	Initial Appointment	Chair Recommendation Deadline	Department Personnel Committee Recommendations Deans	Official Notification Deadline	For Termination at end of
1st	(1 yr. min.)	3/15 of 1st yr.	4/1 of 1st yr.	5/15 of 1st yr.	1st yr.
2nd	(1 yr. min.)	3/15 of 2nd yr.	4/1 of 2nd yr	5/15 of 2nd yr	2nd yr.
3rd	same	3/15 of 3rd yr.	4/1 of 3rd yr.	5/15 of 3rd yr.	3rd yr.*
4th	same	3/15 of 4th yr.	4/1 of 4th yr.	5/15 of 4th yr.	4th yr.*
5th**	same	3/15 of 5th yr.	4/1 of 5th yr.	5/15 of 5th yr.	5th yr.*
6th	same	3/15 of 6th yr.	4/1 of 6th yr.	5/15 of 6th yr.	6th yr.*

* Persons appointed in January shall begin their first year of service for purposes of evaluation and tenure in the following September.
**After six years the employment of Clinical and Teaching faculty may not be terminated except for just cause. See Article II, A, 1.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

TABLE II
UNIT MEMBER MERIT EVALUATION DEADLINES

Unit member Vitae/Document Deadline	Department Personnel Committee Deadline	Chair Deadline	Dean 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

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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. Classroom Observations of Untenured tenure-track faculty and Assistant Teaching and Clinical faculty

Untenured tenure-track faculty and Assistant Teaching and Clinical faculty shall have a classroom observation at least once each semester. The observer will be chosen by the Department Personnel Committee and Chair 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 faculty member and the Department Chair. Associate Professor and Associate Teaching or Clinical Professors may request classroom observation(s) if they so wish.

Classroom observations will be conducted by Associate or Full Professors (selected by the DPC and Chair). Teaching and clinical faculty may elect to have one classroom observation per year conducted by an Associate or Full Teaching or Clinical Faculty (selected by the DPC and Chair).

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

For situations when faculty teach online, the term "classroom" above means the space in which the course is taught (e.g. the Learning Management System).

Faculty may, freely and at their discretion, request a classroom visit by another eligible faculty member of their choice in addition to the one selected by the DPC. At the discretion of the faculty member, the evaluations of such visits may be used in support of their reappointment, tenure, and/or promotion.

E. Standard Evaluation Areas

All evaluations and reviews must consider the standard evaluation areas specified below. It is understood that in the case of annual evaluations, and reviews and recommendations for reappointment, nonreappointment, promotion and tenure, other criteria, as indicated, also must be considered and addressed.

1. Faculty

a. Instructional Effectiveness:

Including but not limited to adherence to academic rules and regulations promulgated through established academic governance procedures by the Board of Trustees for the University; development, improvement and demonstration of subject matter competence; continued improvement in methods and procedures of classroom presentation; active participation in departmental evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance, and viability; and conscientious discharging of responsibilities for student advisement throughout the academic year, special or uniquely valuable contributions to the development, implementation or teaching of needed courses in any college or level or division of the University, and the like. Notwithstanding achievements made in other areas of faculty evaluation, instructional effectiveness as herein defined shall be considered as indispensable for faculty advancement.

b. Research and Publication/Creative Work:

Including, but not limited to, research funded by governmental agencies and professional associations and/or publicly acknowledged by learned and professional societies; book publications by governmental agencies, professional associations, and/or acknowledged professional publishing houses; and publications in recognized professional and/or academic journals, and published conference proceedings. Creative work should be juried or otherwise assessed by professional peers.

c. Service contributions:

Including 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 an academic or professional area; post-

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 new programs or departments when such transfer enhances the University's ability to serve its mission as a public institution of higher education.

(3) Community service:

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.

d. Clinical Practice for Clinical Track Faculty

Including, but not limited to, demonstrated excellence in: clinical practice by continuing professional development and certification in an area of clinical practice; in teaching by directing students' educational experiences in the clinical settings where faculty members practice; and facilitating the integration of theory in both campus and clinical laboratory settings.

2. Librarians

a. Professional Effectiveness

Including but not limited to adherence to professional rules and regulations promulgated by the Board of Trustees for the Library (through established 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 area of academic or professional expertise and which are rendered without remuneration.

F. Evaluation Credentials

1. Credentials for Faculty Evaluation

a. Annual Evaluation of Non-tenured Faculty

CV, Faculty Report form (prior evaluations and rebuttals, if any); reports of classroom observations; student feedback on instruction; course syllabi; and any other relevant support material submitted by the member, including samples of student work, when appropriate.

b. Merit Evaluation

CV, Faculty Report form (prior evaluations and rebuttals may be considered); reports

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

of classroom observations; student feedback on instruction; any other existing relevant support material may be submitted, including course syllabi, and samples of student work.

c. Review for Personnel Action (Tenure and Promotion)

Comprehensive, Professional Vita (Appendix A-9); existing annual and merit evaluations, alternative supplemental evaluations, rebuttals and written self-evaluations; reports of classroom observations; student feedback on instruction; and any 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 review for 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, professional leadership and achievement, and of service to the professions, the University, and the community. In preparing this comprehensive resume, the candidate shall clearly indicate the date(s) of all indicated activities or accomplishments.

b. For merit evaluation, a professional merit vita on the appropriate form for the period of evaluation; (see Appendix A-8).

G. Written Evaluation of Unit Members by Chairs and Department Personnel Committees

Department Chairs and Department Personnel Committees shall separately prepare a prose document including their evaluations and positive or negative recommendation for

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

reappointment 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 to the Department Chair and/or the Department Personnel Committee evaluation. Such a statement shall be filed with the Chair and shall be made an attachment to their evaluation.

The deadline for filing such rebuttals shall be one work week following the day on which the written evaluations were shared with the unit member under review.

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, the statement, and rebuttal if any, will be filed with the Dean.

H. Written Evaluation of Chairs by Deans

In accordance with the timetables and provisions of this Article, College Deans and the Dean of University Library shall prepare a written evaluation of each Department Chair on the basis of the standard credentials, evaluation areas, and their knowledge of the educational leadership of the Chair and their fulfillment of the duties specified in this Agreement.

I. Oversight of Evaluation Deadlines by Chairs, Deans and the Office of Academic Affairs are responsible for meeting their deadlines and seeing that their department personnel committees 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 librarians and maintain broad oversight of the process.

J. Evaluation Files

See Article XII: Access to Official Faculty Personnel Files.

K. Knowledge of Evaluations

No written evaluation of unit members shall take place without their knowledge.

L. Departmental/Library Inquiry

In extraordinary circumstances, the Chancellor of the University (and not a designee) may direct a department chair or the Dean of University Library to convene the department/library personnel committee to inquire in an informal but careful manner, into serious accusations or problems involving a department/librarian member.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

In such inquiries, the committee may have conducted for it systematic student evaluations, even of a tenured faculty member, if such appears relevant to the issue, and it may arrange for visits to a faculty member's classes but it may not collect or solicit unsystematic grumblings, secret accusations, rumors, etc., and it may not solicit material from students in a context which conveys to these students that the faculty member or librarian is under inquiry or may have "done something wrong." Department/Library Inquires must be conducted with careful regard for the highest traditions of maintaining academic standards, respect for legitimate professional autonomy and academic freedom. The committee's report shall be sent to the individual, the Chair/Dean of University Library, as the case may be, and to the Chancellor. The individual under inquiry may, in their discretion, add a rebuttal statement which shall be attached to the report. After a three month period, if no further official action is deemed necessary in regard to the report or the matter inquired into, the report (and any attached rebuttal) shall be destroyed and no official records kept unless the individual under inquiry wishes such to be kept as part of their official personnel file. Whenever a Departmental/Library Inquiry is undertaken, notice of that fact shall be sent by the Chancellor to the MSP Official Designee and to the MSP Chair (or other MSP designated officer).

A Departmental/Library Inquiry as herein described shall serve as the informal process which must precede any formal dismissal process under the Article on Termination, Dismissal, and Resignation Policies.

[Student complaint policies and their outcomes, do not in and of themselves confer official status upon a student complaint, nor may such unofficial outcomes be recorded in Official Personnel Files. However, this does not preclude Chairs, Deans, and/or other academic administrative officers from responding to student complaints and attempting to resolve difficulties as they occur, nor does it preclude academic administrators concerned about what they perceive as an extremely serious student complaint or a disturbing pattern of student complaints from bringing it to the official attention of the Chancellor of the University, whose response may include invocation of the provisions of the previous paragraphs in appropriate situations.]

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

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 unit positions. No individual visiting full-time faculty member may remain at the University of Massachusetts Lowell as such for a period in excess of eight consecutive academic semesters. Visiting full-time faculty positions filled for four consecutive academic years will be converted to Professional Teaching non- tenure track positions or terminated. Visiting faculty are exempt from the obligation to join the union or make alternative payment and may not receive any contractual benefits. No tenured faculty member may be retrenched while a visiting faculty member is continued.

Bargaining unit full-time faculty may engage in temporary faculty exchanges with faculty at other institutions with University approval under established procedures, restrictions, arrangements and time limits. The individual from the other institution teaching at the University of Massachusetts Lowell in the place of the bargaining unit member is exempt from union membership and payment obligations and shall not receive any contractual benefits.

In no other cases may faculty bargaining unit work and its accompanying academic responsibilities be performed on either a temporary or permanent full-time basis except by bargaining unit members who are tenured or tenure-track faculty holding, as the case may be, the ranks of Instructor, Assistant Professor, Associate Professor, or Professor, or who are full-time non-tenure track faculty, under terms and conditions controlled by this Agreement.

B. Part-time Faculty

1. Continuing Part Time Faculty

a. Lecturers

(1) General Provisions

The University may employ Lecturers on a part-time basis. The MSP and the

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

University agree to review such employment periodically, especially in the event of significant alterations in resources and/or University enrollments. Lecturers are part-time (less than full-time) employees doing bargaining unit work which is part of the central instructional work performed by the regular faculty in departments with continuing responsibilities for large numbers of introductory courses or that have other limited but continuing instructional needs that can suitably be met by a part-time Lecturer. Such positions shall be equitably distributed to Colleges and Departments with such responsibilities and needs and in accordance with a supplemental plan to be formulated by the Office of Academic Affairs, and reviewed by the Official Designee of the MSP prior to promulgation, each year, which plan shall recognize a presumptive academic need in most Departments for at least one Lecturer position, the special burdens of the Departments of Mathematics and English, the obligations imposed by the Workload article of this Agreement, and other relevant considerations. Lecturers shall have more limited responsibilities and professional obligations than regular full-time faculty; therefore, they shall receive an appropriate but more limited level of compensation. The annualized rates reflected by the funds paid to Lecturers, who are occupying portions of 01 funded unit slots and performing work central to that of the bargaining unit, shall be included in the calculation of the total full-time unit employee equivalent salary amount as defined elsewhere in this contract.

(2) Specific Lecturer Regulations

Lecturers are part-time (less than full-time) faculty, normally placed in a part of an "01" position, but in no case may a lecturer teach more than two courses per semester. In special situations and with the explicit consent of the MSP upon the explicit recommendation of the Provost, a lecturer who is funded on the 01 account may occupy half or more than half of a position. Irrespective of funding source, a lecturer may not teach more than two courses per semester. The MSP/MTA reserves the right to challenge the part time status of any individual employed in violation of these provisions. Lecturers may be assigned advising and related duties. However, Lecturers have no research obligations, no service obligations except where specified, need not be terminally qualified in appropriate situations, may not participate in contractually controlled processes, and do not participate in governance matters (except to a limited degree such as where it is required by accreditation agencies). As less than full-time employees of the University, it is expected and understood that Lecturers shall pursue a significant part of their

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

may request a brief informal meeting to discuss their situation with a member of the Dean's office of the college where they have been teaching; provided that it is understood that no procedural or substantive rights shall attach to such meeting.

2. Temporary (Visiting) Part-Time Faculty

a. Visiting Lecturers

The part-time position known as Visiting Lecturer shall normally involve teaching extra sections of courses normally taught by regular full-time faculty which arise as the result of enrollment fluctuations, special situations, occasional academic needs, or other similar temporary and/or fluctuating situations and shall involve persons about to complete or recently completing graduate academic studies or other individuals who are appropriately seeking temporary or occasional part-time employment to augment their University teaching experience. As temporary "consultants", Visiting Lecturers shall normally be paid from “03” funds, but fees, trust funds or other funding arrangements may be utilized. The University acknowledges its moral obligation to periodically review and maintain adequate pay rates for Visiting Lecturers.

b. Visiting Adjuncts

The position known as Visiting Adjunct shall involve persons teaching one or at the most two special courses in a given semester. Such courses normally involve a specialty; a unique area of knowledge, expertise or specialization; a clinical or professional function; or some other aspect complementing the curriculum and work of the regular faculty. Visiting Adjuncts normally receive some special or customized rate or form of compensation, or no compensation, or an honorarium and/or expenses. Visiting Adjuncts shall normally be hired on one semester or one year contracts with no entitlement to renew whatsoever and no enforceable retention rights.

3. Part-time Faculty / Librarian Exempt from Union Membership

Except as provided in Article II it is agreed that part-time faculty in all the above categories, though performing bargaining unit work, shall not be members of the bargaining unit. They therefore shall not be required to join the union or to pay union dues or to fulfill alternative payment obligations, nor shall they receive or claim any contractual benefits or entitlements (except that Lecturers, when occupying one half or more of a position, shall receive fringe benefits as appropriate under established state and university requirements and practices) except insofar as this Agreement specifically regulates the performance of bargaining unit work within a variety of designated applicable parameters.

There are no specific limits on the numbers of Visiting Lecturers or Visiting Adjuncts the University may hire within the provisions of this Agreement, and any University management rights in the area of part-time hiring not subject to collective bargaining as to impact upon the terms and conditions of employment of the unit and its work are reserved; however, it is agreed that in the interest of maintaining the academic integrity and standing of the University, the overall approximate established percentage of bargaining unit work performed by regular full-time unit faculty shall not be diminished.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Following the thrust of relevant decisions of the Massachusetts Department of Labor Relations, an exemption from unit membership shall apply to the categories of Visiting Lecturer and Visiting Adjuncts because of the transient nature of their relation to the University.

It shall apply to the category of Adjunct because of the special and/or peripheral relation of Adjuncts' work to that of the work of the regular faculty, and/or because of the limited nature of their relationship to the University with their principal full time employment 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 requirements of Article II, Lecturers and Adjuncts shall normally be hired on one year contracts with no entitlement to renew whatsoever and no enforceable retention rights. However, the University in its discretion may renew and retain Lecturers, provided that, it is agreed that in case of retrenchment or imminent retrenchment in the faculty bargaining unit, lecturers and adjuncts are and remain part-time (less than full-time) faculty; and it is understood and agreed that in accordance with the Order of Retrenchment, and without exception regardless of other rights or entitlements claimed, no full time unit faculty, tenured or non-tenured, may be retrenched ahead of a non-unit faculty member, said order being "absolute in any retrenchment situation, anything to the contrary notwithstanding." (cf. Retrenchment Article)

C. Academic Freedom for Nonunit Faculty

It is understood that all Visiting Faculty and all part-time faculty shall be accorded the full and traditional measure of academic freedom which is accorded unit members.

D. Graduate and Undergraduate Student Assistants Permitted

See Workload Article, D. 3.

E. Teaching by Non-Faculty Individuals

With the consent of the relevant Department and College Dean (and absent any Faculty bargaining unit retrenchment situation), a qualified member of the Administrative and/or professional staff employed by the University shall be permitted to teach with the explicit approval of the Provost; such approval may not extend beyond two consecutive semesters without the consent of the MSP. (Up to four nonunit laboratory technicians in the College of Health Professions may perform certain instructional activities in accordance with established practice.).

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 employment, including recruitment, selection and placement, wages, training and promotion, termination, and other terms and conditions of employment, without regard to race, color, national origin, religion, sex, age, marital status, handicapped, sexual orientation, gender identity, or veteran status.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XII
ACCESS TO OFFICIAL FACULTY AND LIBRARIAN PERSONNEL FILES

The Administration of the University shall maintain an Official Personnel File for each unit member, which shall be kept in such custody as is designated by the Provost or their designee. Such file shall include a continuous record of the unit member's status as an employee of the University and shall contain copies of Official Personnel Correspondence and Transactions with the unit member. Each Annual Evaluation made after the effective date of this Agreement and all evaluations of the Unit member's performance made prior to the effective date of this Agreement, all recommendations for personnel action, an updated transcript submitted pursuant to the provisions of Article VII of this Agreement and an updated copy of the Professional Data Form (vita) shall be maintained in the Official Personnel File. In addition, there shall be included such other material relevant to the Unit member's professional activities as the unit member and the Provost or their designee shall mutually agree upon. Except as is hereinafter provided, no other materials shall be included therein.

1. All such material placed in the Official Personnel File of a Unit member shall be dated when received.
2. The Unit member shall have the right to examine their Official Personnel File.
3. The Unit member shall have the right to place in their Official Personnel File a written statement made in response to materials contained in their Official Personnel File, to which it is responsive.
4. Copies of Official Personnel Correspondence shall be sent to the Unit member at the time they are filed.
5. Upon written request of the individual faculty member, the University administration shall reproduce one (1) copy of such materials, provided, however, that this is limited to one time per year, except for exceptional circumstances.
6. The Official Personnel File shall be available for inspection by the Department Chair, the college dean, the Provost or their designee, the Chancellor of the University or their designee and, when so authorized in writing by the Unit member, by a representative of the Society.

An inspection sheet shall be maintained for each unit member's Official Personnel File. Whenever any of the foregoing individuals or the Board inspects the Official Personnel File of a Unit member, the name of such individual or Board and the date and time of inspection shall be annotated on the inspection sheet.

No files shall be maintained of annual evaluations or other documents relating to evaluation of Unit members other than said official file containing the required annual evaluations and the required associated assessments for personnel action(s) as conducted under terms of this Agreement, former contracts, or future contracts. By mutual consent, material contained in official personnel files may be destroyed after seven years. It is clearly understood that Unit members, under provisions contained in this Agreement, have the right to know and to see all material contained in such files.

The administration of this article may be modified by joint memorandum of agreement.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XIII
RETRENCHMENT

The term "Retrenchment" as used in this Agreement means the laying off of any Unit member by means of financial exigency and/or substantial declining enrollment or declining enrollment in a context of financial exigency, and does not mean termination.

A. Pre-Retrenchment: General Provisions

1. The parties recognize that intelligent planning to avoid retrenchment is essential as a matter of efficient management; the furtherance of reasonable expectations of employment security for unit members; and the need to retain the integrity and continuity of the University's Program of Affirmative Action and continue the implementation of this program as required by federal and state law, regulations, guidelines, and policies.

2. If and when retrenchment seems imminent, the University shall make plans to permit attrition to effect the required reduction of Unit members and shall strengthen its efforts to encourage early retirement as set forth below.

3. Before implementing Retrenchment, and where funds permit, the University shall initiate a program of early retirement incentive for unit members. Such program may include additional work assignments, gradual retirement, cash and/or annuity incentive, post retirement consultative work, and/or the like.

4 Before implementing retrenchment under this Article, and where it becomes clearly necessary to stabilize enrollments and prevent retrenchment, the University shall incorporate courses then currently being given under the auspices of the Division of Continuing Education into the regular work assignments of Unit member. In such special circumstances, the MSP will agree to the required reasonable extensions of the normal hours of faculty work for Unit member. The University may enter into no arrangements that prevent implementation of or conflict with this provision, and this provision supersedes anything to the contrary.

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

6. Where a demonstrable bona fide financial exigency seems to require the retrenchment of an employed Unit member, the Chancellor or their designee first shall meet to discuss with the MSP the University's plan for a systematic retrenchment of Unit members.

7. The Chancellor or their designee shall demonstrate financial exigency and shall provide the MSP with accurate information, statistics or financial data related to any change or plan. It is understood, however, that this obligation shall not impose upon the University the requirement to compile information and statistics in a form not in current use.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

B. Reassignment

1. General Reassignment: All Unit Members

   Whenever it shall have been determined to be necessary to retrench any Unit member, such member shall, if possible, first be offered reassignment to a position with another department of the University whenever said member is qualified for such reassignment in terms of academic training and/or professional experience.

2. Effort to Avoid Future Retrenchment by Reassignment: The Faculty

   Whenever current enrollment trends reasonably suggest the strong possibility of future retrenchment due to substantial enrollment declines in the near future, the University shall make every effort to prevent the need for such retrenchment in a given academic department by transferring faculty members first to another department in the same college, if possible, or to a department in another College provided, however, that said faculty member can be assigned courses which they are qualified to teach in terms of academic training and/or professional experience, and provided that no tenured faculty member in the other department shall be displaced or terminated. Reassignments made under this provision shall follow the same priorities established in this Article in section B-4, C, D, and E. Tenured faculty being relocated shall be given preference over non-tenured faculty.

3. Imminent Retrenchment Reassignment Not Under Financial Exigency: The Faculty

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

4. Retrenchment Reassignment Under Financial Exigency: 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 grievance under the procedures established under Article VI of this Agreement, except that the evidence required to sustain said order of retrenchment shall be subject to the expression of academic judgment as set forth in that Article.

G. Notification

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

H. Recall List

If a tenured appointment is terminated on account of a demonstrable financial emergency, the released Unit member's position will not be filled by a replacement within a period of four years from the date of retrenchment; provided, however, on or before June 10th of each calendar year subsequent to the date of retrenchment, the released unit member shall give written notice by certified mail, return receipt requested, to the Provost of their intention to be available on the recall list. Subject to the written notice as herein before provided, such unit member shall 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 of Unit members as state employees, either as veterans or in any other respect that may be established under the General Laws of the Commonwealth of Massachusetts.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 year and in any mandatory "up or out" tenure termination, notice of nonreappointment to non-tenured Unit members shall be subject to the exercising of academic judgment and the aforesaid Grievance Article and written reasons accordingly shall be provided. After the first year, the University shall secure the advisory opinion of the Department Personnel Committee or Library Personnel Committee, as the case may require, before termination.

B. Suspension

Suspension is defined as the temporary removal of a bargaining unit member for just cause prior to the expiration of their appointment and shall not be invoked except through due process. Suspension shall not be imposed except for just cause.

C. Dismissal

Dismissal is defined as the discharging of a bargaining unit member for just cause prior to the expiration of their appointment and shall not be invoked except through due process.

1. Removal for Just Cause

Dismissal for just cause shall be for reasons stated in writing. The following occurrences shall constitute just cause, but shall not limit the foregoing.

a. Fraud or misrepresentation of professional preparation, accomplishments, or experience;

b. Conviction of a felony "malum in se" during the period of University employment or the willful concealment of such conviction of felony in making application for employment; and

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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, remain the officer in charge. The authority and/or duties of the Initiating Officer, pursuant to this Article, may be delegated as deemed appropriate by the Initiating Officer.

b. Informal Resolution Process

In cases of dereliction or incompetence in the performance of duties and, at the University's discretion in other instances, the University will make reasonable attempts at remediation prior to invoking formal dismissal procedures. The informal resolution process shall be initiated by the Provost or Chancellor ("Initiating Officer"), who shall convene the department personnel committee, the college dean, the individual unit member concerned, and their union representative to review the matter and explore a mutually acceptable resolution. Without the written consent of the individual unit member concerned and the Initiating Officer, informal attempts at resolution shall not extend beyond thirty days from the initiation of such informal resolution process.

c. Initiation of Formal Process for Dismissal

The Initiating Officer, in their sole discretion, may initiate the formal process for dismissal by written notice to the individual unit member and to the MSP. This notice shall include a detailed statement of the charges against the employee. The individual unit member may submit a response to the charges, which shall become part of the record.

The charges in support of a recommendation for dismissal may be added to or enlarged upon if, at any point during the dismissal process, investigation or review results in additional information.

d. Hearing before Standing Committee of Inquiry

As soon as practicable following the Initiating Officer's written notice initiating the formal dismissal process, they shall refer the charges, and any response from the unit member, to the Standing Committee of Inquiry to conduct a full, fair and impartial hearing, to receive and consider relevant evidence, ask relevant questions of parties and/or witnesses and otherwise elicit relevant information ensuring that all parties have a full and fair opportunity to present their claims and defenses orally and/or in writing.

The Committee of Inquiry shall consist of seven (7) voting members. Two members shall be faculty or librarians appointed by the Chancellor, one an academic administrator appointed by the Chancellor, and three shall be faculty or librarians appointed by the Official Designee of the MSP. The Committee shall select another faculty member, librarian, or academic administrator who shall be its presiding officer.

Upon mutual agreement of the parties, if the University believes it would be appropriate, the University's Director of Equal Opportunity & Outreach shall be an ex officio, non-voting member of the Committee.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

The Initiating Officer, in their discretion, may appoint an appropriate person who shall advise and counsel the committee on procedural matters and legal standards.

Proceedings before the Hearing Officer shall be formal but shall not be bound by strict rules of evidence. Further:

i. The Committee of Inquiry alone shall determine the order of proof, conduct the questioning of witnesses, and secure the presentation of evidence important to the case.

ii. The MSP and the Initiating Officer shall both be permitted a representative at all times during the hearing.

iii. The individual unit member concerned may be represented by an MSP representative or a personal advisor.

iv. The individual unit member concerned will be afforded an opportunity to obtain all relevant documentary evidence within the control of the university prior to any formal proceedings.

v. The Committee of Inquiry may require the production of documents and the attendance of witnesses.

vi. In cases of dereliction of duty or incompetence, the Committee of Inquiry may request review and recommendations of the department personnel committee. In such instances, the department personnel committee shall meet and, within 10 calendar days, provide recommendations to the Committee of Inquiry. Such recommendations shall be provided to the bargaining unit member.

vii. The individual unit member concerned and the Initiating Officer shall have the right to confront and cross-examine all witnesses.

viii. Outside statements by named individuals can be taken and used only when made necessary by unusual and urgent circumstances and only when coupled with reasonable protections designed to maximize fairness.

ix. No anonymous material may be introduced into evidence; in this regard, student evaluations of teaching shall not be considered anonymous material.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 hearing. The individual charged may be represented by counsel and a transcript of the proceedings of all hearings will be made available to the individual upon written request. The hearing shall be held in conformance with the State Administrative Procedure Act (Chapter 30A) and full due process rights shall be accorded. If the Board Committee disagrees with the Committee of Inquiry, it shall return the matter to the Committee of Inquiry with its stated objections. The Committee of Inquiry shall take these into account, and consider new evidence if it deems it necessary, and then issue another report.

i. The recommendations of both committees shall be forwarded to the Full Board for final disposition. The individual and counsel may be present for such final deliberations of the Board, and a transcript of the proceeding of such deliberations will be made available to the individual upon written request.

ii. If the Board of Trustees votes to terminate employment for just cause, within thirty (30) academic work days of such notification, the individual shall have the right to initiate an arbitration of said decision under Section E, Article VI of this Agreement.

g. Suspension from Professional Duties Pending Dismissal Process

Following the filing of charges against a member of the faculty or library staff, as the case may be, the Chancellor may suspend such individual from their professional duties with pay and without prejudice pending completion of the due process procedures, or they may reassign such individual to other professional duties pending completion of due process.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

D. Resignations

A faculty member or librarian who wishes to resign a University appointment shall give notice thirty (30) days after receiving notice of appointment for the succeeding academic year or by May 15, whichever is later. The faculty member or librarian may request a waiver of this requirement of notice in the case of hardship. In such cases, the University reserves the right to require written substantiation of an alleged hardship and reserves to itself all contractual rights when in the view of the Board of Trustees such hardship is insufficient or unsubstantiated.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XVI
WORKLOAD

Part 1: The Workload of the Faculty

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 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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 the 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 which may be negotiated under the provisions of this Agreement.

To avoid misunderstandings, the parties recommend that any such commitment be reflected in writing in applications, individual hiring contracts, individual academic plans, College or Departmental guidelines, letters of understanding, etc., as may be appropriate.

The overall teaching schedules of such individuals shall be formulated to minimize unusual burdens to the maximum practicable extent.

d. Voluntary Teaching Outside of Regular Day, Hour, and Semester Limits

It is jointly agreed for the life of this Agreement that College Deans and individual bargaining unit faculty may enter into mutually agreeable, voluntary arrangements to teach outside of regular, established hour and day limits as part of basic university teaching obligation and workloads, provided that such arrangements do not conflict with this Agreement. These arrangements may include substituting proportional teaching during the summer terms for either Fall or Spring semesters with the approval of the Provost of the University and notice to the MSP.

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

be conducted at times and places as may be required by the University (cf. A.1. above) and includes classroom teaching, office hours, advising, and other matters that may be required by the University under established practice in some colleges. The latter includes matters such as class preparation, keeping current with one's academic discipline, scholarly research and related activity, community service connected with one's professional area, and consulting.

2. Self-Directed Work Off-Campus

Subject to overriding institutional needs, every faculty member shall be provided an opportunity for off-campus, self-directed professional activity at least one day each week. (Where this self-directed professional activity is conducted for remuneration, it is subject to the provisions of 3. below.) The invocation of overriding institutional needs may not be unreasonable, and written reasons for such invocation must be provided to the faculty member affected and to the MSP in each instance. The University shall, to the extent compatible with its other obligations and objectives, permit the scheduling of faculty assignments so as to maximize meaningful opportunities for self-directed activity.

3. Consulting and Funded Research

University facilities may be utilized by faculty to engage in consulting and funded research and publication activities when these activities are conducted for professional purposes that accrue to the benefit of the University. Faculty members may not utilize university facilities for the purpose of conducting anything other than university related business. Subject to the approval of their College Dean, a faculty member may spend an average of one day per week during periods when classes are in session in on- or off-campus professional activity involving professional consulting, funded research or the like. Such approval shall not be unreasonably withheld. (It is understood that this entitlement and the entitlement mentioned in B., 2, above are not cumulative).

4. Graduate and Professional Studies (GPS)

a. Academic Courses

Resident Unit members are entitled to teach one course per semester during the academic year in GPS programs without restriction as to notice to or requirement of special approval by the Department Chair, as such faculty members may successfully obtain such teaching. In a given academic year, resident unit members also may be permitted to teach a third course in GPS at the University of Massachusetts Lowell, subject to the approval of their Department Chair with notice to the College Dean, and may be permitted to teach a fourth course, subject to the approval of the Dean of the College and the Provost, but no more than two courses shall be taught per semester.

Teaching of GPS courses at the University of Massachusetts Lowell is subject to the needs of University GPS programs, the best interests of the University, and the qualifications of the individual unit member; but within these considerations, resident unit members shall receive staffing preference over nonresident instructional personnel in making teaching assignments for available University GPS courses for which they are qualified.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

The University recognizes the obligation to periodically review and adjust the pay rates for full-time unit members who teach in GPS. The stipend for a three-credit Undergraduate course is $7,995 effective July 1, 2019. The rate for a three-credit Graduate Course is $9,138 effective July 1, 2019.

Effective the Fall 2025 semester, the stipend for a three-credit Undergraduate course is $8,235.45 and the stipend for a three-credit Graduate Course is $9,412.24.

b. GPS Advisory Committee

The Office of Academic Affairs, together with the MSP President, shall name a GPS Advisory Committee with which the Dean of Graduate Online and Professional Studies shall consult as to the development of and prior to the discontinuance of established courses and programs of instruction, and as to the development of workshops, institutes and other such programs in conjunction with resident faculty. The provisions of this paragraph shall in no manner restrict management rights. The GPS Advisory Committee shall meet at least once per academic year.

c. Workshops and Similar Programs

The participation in and remuneration from such GPS programs shall be individually negotiated, shall be extra-contractual, and permissible within established day and time parameters of GPS programs, and such activity shall be subject only to reasonable restrictions designed to prevent interference with fulfillment of basic professional responsibilities, or compliance with accreditation rules, or the like. The University agrees that its priority shall be the development in conjunction with resident unit members of projects that are mutually rewarding for the University, the unit members, and the community.

C. Faculty Responsibilities

1. Academic Commitments

It is recognized by the parties that faculty members have an obligation to meet classroom commitments on time and in assigned locations[5], to assume committee assignments, to attend required meetings of an academic nature at the departmental, college, and university levels, to engage in scholarship, and to know and to follow such rules and regulations as are, from time to time, promulgated to the faculty by the Board of Trustees in accordance with academic governance procedures that do not involve consequential changes in the terms and conditions of faculty employment. Faculty, including Department Chairs, may be required to perform work related to their primary academic function but may not be required to perform professionally inappropriate out-of-unit work as reasonably understood.

2. Student Advising and Office Hours:

[5] *It is understood that at certain times classes and laboratories may be held at locations other than those assigned in order to make use of various desirable facilities in a manner consistent with established practice.*

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

It is acknowledged that faculty members have a duty to advise students concerning their academic programs and professional careers and to be available to students enrolled in their courses at times other than scheduled class meetings. Faculty members shall maintain three office hours per week on at least two different days during periods in which classes are scheduled and maintain a minimum of five office hours per week on three days during an aggregate period of three weeks which the Office of Academic Affairs may designate during the academic semester for the purpose of strengthening pre-registration advising, provided that such three week period may not coincide with the first two weeks of classes, or the last week of classes or the period of peak mid- term exam activity.

The scheduling of office hours is to be made in consultation with the Department Chair, who shall ensure that University policies concerning student advisement are satisfied by the proposed schedules. Approved schedules of office hours for each department member shall be published for the information of students, faculty, and Administration.

Additionally, the schedule of office hours for each faculty member shall be posted in such a manner as may be easily observed by students.

It is understood that after consultation with affected Chairs, the College Dean in a timely way may assign a department a supplementary obligation for advising non majors when such assignments are reasonable, academically sound, and advance equity among unit members. When a Chair does not implement such advising assignments within a reasonable period of time, the College Dean may make such assignments in a reasonable manner.

The Office of Academic Affairs shall oversee and coordinate the administration of all registration activity impacting the unit and shall ensure full compliance with contractual requirements. The Registrar shall make the class schedule for the coming semester available to each faculty member no later than one week before the extended advising period begins to facilitate faculty advising.

3. Registration, Admissions, Transfers, and Orientation Work Outside of the Academic Year

After consultation with Department Chairs, College Deans, and other University administrators may contract with willing college faculty to provide support for student recruitment, advisement, registration, and other activities outside of the official academic year. On an as-needed and voluntary basis, faculty may agree to work outside of the contracted period in such areas as noted above and will be compensated at a rate of $425 per day.

For up to three days during the month of June, and up to two days during the week immediately prior to the start of each semester (fall and spring), for five hours between 9 a.m. and 5 p.m., Department Chairs can be required to so contract, or in their discretion, to require a member or members of their department to so contract at a rate of no less than $425 a day, such rate having become effective on July 1, 2018; provided that, a memorandum giving explicit notice of the dates of such June activity and late summer activity shall be given to Chairs on or about the previous April 1 and notice of the dates for January activity shall be sent to individual Chairs on or about the previous November 1; and provided further that the designation of unit members by Department Chairs in such instances in any given year shall work no unusual burdens. Upon receipt of memoranda

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

concerning dates for registration, Chairs shall notify with reasonable promptness the College Dean or other designated registration officer of the names of faculty members who shall perform the contracted work in question. With the approval of the Office of Academic Affairs, additional such registration, admissions, transfers, orientation, and related work outside of the academic year may be arranged for particular individuals on a voluntary basis subject to the requirements of A.,3.,b. above.

D. Course Assignments and Schedules: General Provisions

1. Schedules and Workloads

a. In General

The courses of the University shall be scheduled Monday through Friday, except that the University's final examinations may be scheduled Monday through Saturday. Workloads for faculty members shall be assigned each semester at the department level by the Department Chair acting in consultation with appropriate members and committees of the department and shall be subject to the approval of the College Dean.

b. Departmental Actions Not To Be Altered

Faculty assignments made at the department level, course enrollment maximums, and other customary related departmental scheduling actions shall not be altered by any University official except the College Dean or, in unusual cases, the Provost, and in either case only for good reasons given in writing to the Chair and the Faculty member.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 Assistants to regular faculty members within the college in which the graduate student is enrolled.

The allocation of Graduate and Undergraduate Student Assistants within a department will be determined by the Department Chair in consultation with all faculty members who 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 that 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, errand, and other suitable miscellaneous purposes related to teaching, research and office assistance, etc., such funding to be distributed to the colleges in a ratio of at least one assistant for every twenty faculty each semester. This funding shall be supplemental to work study funding or to regular 03 instructional funding, which also may be used for the purpose of hiring student assistants.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

All full-time equivalent student to full-time equivalent faculty Unit Ratios shall be suspended for the duration of this contract.

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 and medical technicians, instruction in applied music, and laboratory instruction involving complex and hazardous equipment; the mix of lecture courses and laboratory or studio instruction; the mix of small and large classes; and the mix of graduate and undergraduate instruction.

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 unit ratios of full-time equivalent students to full- time equivalent faculty.

College	**Unit Ratios**
Engineering	13/1
Health and Environment	12/1
Fine Arts, Humanities & Social Sciences	17/1

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Management Science	16/1
Music	13/1
Sciences	14/1
University Ratio	15/1

All full-time equivalent student to full-time equivalent faculty Unit Ratios shall be suspended for the duration of this contract.

It is also recognized that in the School of Health and Environment the following program ratios are professionally desirable, and within the established college ratio, shall be implemented:

Program	Unit Ratios
Clinical Laboratory Sciences	14/1
Community Health and Sustainability	16/1
Nursing	8/1
Physical Therapy	14/1

All full-time equivalent student to full-time equivalent faculty Unit Ratios shall be suspended for the duration of this contract.

2. Ratio Override

Because of yearly fluctuations in enrollments, the number of full-time faculty, and the funds available for part-time faculty, the unit college ratios may be exceeded in a given year by up to 10%.

3. Full-Time Faculty Entitlement

Full-time faculty, taken as a whole within each college, shall not teach over the ratio established for that college and the burden of the override, if imposed, shall be born by part-time faculty. This provision shall not apply in circumstances of extreme financial exigency.

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 days into each fall and spring semester the Office of the Provost shall inform the MSP of current student enrollment, faculty resources, and the prevailing instructional ratios for each college.

G. Individual Teaching Loads

1. Assignment

Assignment for individual teaching loads shall be made by the Department Chair in

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

consultation with the Department Personnel Committee and subject to the approval of the College Dean. Should the Dean not approve the assignment, the Dean shall provide their written decision to the Chair and affected faculty member. The Dean shall not unreasonably deny the assignment of the Chair.

a. In General

Individual teaching loads must fall on or between the specified minimum and maximum levels below. In making assignments for teaching loads, the departmental personnel committee (when applicable), the Department Chair, and the College Dean shall comply with the provisions of this agreement.

b. Considerations

In the process of assigning individual workloads, the Department Personnel Committee, the Department Chair, and the College Dean will consider the nature of the sections to be taught; the size of the sections; the number of course preparations; the consequences, if any, of unusually advanced graduate or difficult teaching duties; other assigned duties of the faculty member; the academic role of the individual department and the institutional research plans of the individual faculty member.

In the event that a course's number of contact hours deviates from its associated course credit hours, the Department Personnel Committee will recommend whether an adjustment of student credit hour calculations, workload, and/or compensation is warranted for approval by the Dean. Note that the adjustments will consider all utilized resources, including the participation of teaching assistants, technicians, staff and/or other personnel. Final decisions will be shared with the Department Chair, Department Personnel Committee, and the affected faculty member.

c. Basic Teaching Load

A basic teaching load pursuant to the terms of this Agreement is defined as 12 credit hours per year for all tenured faculty members who are engaged in research and service and 18 credit hours per year for all teaching- or clinical-track faculty members who are engaged in service. 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.

Pre-tenured faculty will have their basic teaching load reduced by 6 courses (18 credits) in their first four years of service as a full-time member of the University.

A typical structure for this release is that the basic teaching load is 6 credit hours per year in the first two years as a full-time member of the University, 9 credit hours per year for the next two years, and 12 credit hours per year thereafter.

With Department Chair approval and notice to the Dean, faculty may alter the structure of the release schedule in the first four years with no more than one semester of no teaching. The proposed structure must adhere to the requirement of six total course releases. Pre-tenure faculty in their first four years are not subject to course minima or student credit

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

hour minima as described in this agreement.

The pre-tenure reduction shall not restrict their right to receive a course reduction through research productivity after their second year as described in Article XVI or for any other course reduction granted by other provisions in this agreement.

2. Minimum Teaching Load

The teaching load assignment for each individual faculty member will consist of at least three credit hours per semester (exclusive of thesis supervision) and at least 200 student credit hours per academic year (including thesis and dissertation supervision credit hours). For each course buyout and reduction for Research Productivity, the minimum number of student credit hours per academic year (including thesis and dissertation supervision credit hours[6]) is reduced by 50 student credit hours. Faculty whose teaching load assignments fail to meet this minimum may have their assignments altered. No such alteration, however, may change the faculty member's course load without their consent.

The Provost, with the recommendation from the college Dean, 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 the Provost where the University has failed to meet other contractual objectives due to an insufficiency of resources.

H. Reduction of Teaching Load

The basic teaching load may be altered according to the conditions set forth in the following sections:

1. Reduction of Teaching Load Through Productivity

Faculty who perform service and meet at least one of the following criteria will have their Basic Teaching Load reduced by 3 credit hours.

a) Faculty who average at least 1.5 times the average of external research expenditures in their college over three years. The average external research expenditures in the college will be computed annually (each spring) by dividing the total research expenditures in the college of tenured and tenure-track faculty, as defined by the Office of Sponsored Programs, for the previous fiscal year divided by the number of tenured and tenure-track faculty in the college as of September 1 of that same fiscal year.

b) Faculty who publish in a peer-reviewed journal that is included in UT Dallas Top 24 in the past year. A significant component of the work must be completed while a full-time member of the faculty and the paper must indicate UMass Lowell as the institutional affiliation. No more than two faculty members (co-authors) are eligible

[6] *For a master's as well as a doctoral thesis, each three (3) student credit hours will have the weight of one (1) FTE for both the faculty member and the department. This provision is not intended to and shall not override the minimum teaching requirement as specified by the contract. Furthermore, this provision is not intended nor shall it change any contractual rights provided herein. Thus, this formula is for the exclusive purpose of recognizing the workload necessary to supervise master's and doctoral thesis*

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

for the reduction for the same paper.

c) Faculty who publish two or more single- authored books over the last four years through a reputable publisher. The books must indicate UMass Lowell as the institutional affiliation.

d) Faculty who graduate two or more Ph.D. and/or Sc.D. students over the last three years. Dissertation co-chairs each receive credit for 0.5 students.
e) Faculty with exceptional quality of publications, research output, and/or creative work in the past year not captured in the above criteria.

2. Reduction of Teaching Loads for Departments, Colleges, and University

Faculty may achieve additional reduced teaching loads below the level set forth above in the following ways:

a. Departments and Colleges

Departments and Colleges, with the approval of the Dean, may grant additional reduced teaching loads for research through fair, reasonable, academically sound internal allocation of instructional obligations.

Departments and Colleges, with the approval of the Dean, also may reduce numbers of course assignments in exchange for teaching larger numbers of students, may adjust numbers and kinds of course preparations or may make other creative, equitable, and academically sound workload adjustments within the terms of this Agreement.

b. University

(1) University Professors

The University shall appoint three (3) University Professors upon the recommendation of a committee of three (3), one designated by the MSP President, one designated by the Provost, and one designated by the two of them jointly. Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer or Lecturer. Appointments for University Professors shall be for a period of three (3) years. In exceptional circumstances, such appointments may be renewed for one additional three (3) year period, but only if approved by the committee. The terms of the University Professors will be staggered so that each year one University Professor is replaced or reappointed. University Professors are exempt from the minimum teaching load provisions.

(2) University Scholars

The Provost of Academic Affairs, after consultation with the Academic Deans, may in their discretion award up to fifteen reduced loads each semester to faculty pursuing significant individual research projects, supervising highly productive doctoral research, or engaged in other research related activity of importance to the University.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Such individuals shall receive special research reductions of three (3) credit hours each semester below that which they would otherwise teach under the terms of this Agreement and the University shall compensate their college by providing funds for a Visiting Lecturer.

(3) Application Process

Application requirements for University Professors and University Scholars shall be 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 appointments. 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.

3. Reduction in Teaching Load Through Course Buyout

To provide additional opportunity at the University to pursue funded research and research development activity, the Parties agree to allow Unit members to buy out time during the academic year. The cost of buying out a course is $15,000 and may be paid from any active research grant or account that is not funded by annual state operating dollars. Note that buyout funds from an active grant may be charged overhead as defined by the granting agency.

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). Any buyout must be approved by the Chair. A faculty member may not buy out of more than three credits per year without the consent of the Dean. A faculty member may not buy out of more than 6 credits per year without consent of the Provost.

4. 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.

The reduction received by a Department Chair for being Chair shall not restrict their right to apply for a research reduction through course buyouts or research productivity as described in this article.

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.

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. 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.) Union

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

officers shall not be permitted to apply a workload reduction that would reduce their total workload below 1.0 in any academic year, regardless of any other workload reductions provided for under this agreement. Any workload reduction earned for union business that cannot be applied during the academic year in which it was earned shall be banked for a future workload reduction in accordance with this section.

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, or those taking on extraordinary service efforts, to be granted some workload reduction by colleges or departments in accordance with appropriate procedures (i.e., approval of the Department Chair, Dean, and Provost), and it is recommended that they do so where the reduction is demonstrably proportionate to the amount of extra work involved.

5. Research Reductions Implemented

Reduced loads granted faculty under contractual provisions dealing with reduced loads must be real and must result in such faculty teaching fewer courses with fewer student credit hours. But in all such cases, Departments may select the courses to be eliminated with regard to the overall needs and best interests of the program(s).

I. Increase in Teaching Load

Evidence of research and service activity must be documented through the submission of Annual Faculty Report by January 31 of each year. Any faculty member not submitting an Annual Faculty Report by January 31 of each year shall have their basic teaching load increased by 6 credits per year and their performance deemed to be “unsatisfactory” with respect to any salary increase.

A tenured or tenure-track faculty member not pursuing scholarly or creative work commensurate with an R1 institution shall have their basic teaching load increased by 3 credit hours per year. The Department Personnel Committee (including the Chair) shall review the Annual Faculty Report submitted by each faculty member and recommend to the Dean whether the scholarly or creative work is sufficient. The Dean shall make the final determination. A faculty member may appeal the Dean’s determination to the Provost. Such determinations shall not be subject to the grievance and arbitration process under this agreement, except for procedural reasons as provided for in this article (i.e. through Step 2).

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.

B. Working Environment

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

1. Libraries

   Libraries shall be well-lighted, maintained at reasonable temperatures, safe, sanitary and clean.

2. Office Space

   Office space will be allocated by the Dean of University Library, in consultation with the Librarians. Such office space shall be suitably equipped with a desk, chair, computer, reliable Internet connection, telephone and filing cabinet for each full- time librarian.

3. Secretarial Services

   Each Campus library shall have at least one full-time secretary.

4. Scope of Librarian Work

   The professional librarian's workload shall encompass the following:

   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 such arrangement to the Dean of University Library.

D. Library Hours

The schedule of hours during which the University Libraries shall be open for use by the University community shall be established by the Chancellor or their designee after consultation with the Dean of University Library.

E. Workload

1. Assignment of Professional Duties and Responsibilities

   The workload of each librarian shall consist of such duties pertaining to the operation of the University Libraries as may from time to time be assigned by the Dean of University Library.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

2. Individual Schedule

All librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Dean of University Library or their designee. In establishing said schedule, the Dean of University Library shall consider the professional expertise and scheduling preference of each librarian. Librarian schedules shall be as equitably determined as possible within the library with due consideration of the following in reasonable perspective: qualification, skill and ability of librarian personnel, equity, hardship, the overall needs of the Library, and seniority (most particularly in specialty areas).

3. Work Day

During the term of this Agreement, every Librarian shall be required to work 37-1/2 hours per week.

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 assigned to hours commonly deemed inconvenient though they may arrange for such assignments with the Dean on a voluntary basis. However, Librarians hired after June 1, 1984 with the explicit understanding that such work might be a part of their schedule and whose original employment contract has specific reference to such understanding may be so assigned without the requirement of financial exigency, provided that, they shall be entitled to special scheduling flexibility for the overall assignment. The Dean may extend such flexibility to volunteers. Such flexible assignment shall not reduce the Librarians average 37 1/2 hour per week work obligation nor shall it diminish the accumulating or charging of sick leave, personal leave or vacation leave.

F. Research and Advanced Study

1. General Provisions

Professional research is recognized as essential to individual professional development and crucial to library growth. All professional librarians shall have equitable access to a reduced workload for the purpose of engaging in professional research, publication or professional and creative activities.

The Parties recognize the value to the University derived from advanced graduate study by professional librarians. Equitable access to reduced workload for the purpose of advanced study shall be accorded to all professional librarians.

2. Request for Reduced Workload

Subject to overriding institutional needs, every professional librarian may request leave to conduct self-directed work activities when such activities are conducted for professional purpose to which accrue benefits to the University. Requests shall be made in writing to the Dean of the University Library, and denial may be appealed to the Provost, whose decision is final. The Library Dean will report annually who has received

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

leaves, and the reason for which each leave was given.

3. Librarian Reassignment

In order to provide additional opportunity for librarians to conduct research, to publish, and to pursue other scholarly and professional activities, the University agrees to allow the Dean of University Library to reassign individual librarians in the Unit to such activity for a period not to exceed four weeks, when classes and exams are not scheduled. These reassignments shall be made by the Dean of University Library. Approval for reassignments will not be granted if the reassignment would hamper the normal services provided by the library. It is understood that the reassigned duties will take place on campus or at a specified location(s) where appropriate material or equipment not on campus is available 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 Dean of University Library 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 Dean 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 Dean (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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Procedures Relating to Discoveries, Inventions, and Other Values in which the University and Unit Members may have Proprietary Interests" a copy of which is appended as Appendix A-4.

C. Office of Sponsored Programs

The parties recognize that faculty have the status of special state employees. The parties further recognize that under the authority of the statutes which created the University and specifically created as well, the University Research Foundation (hereinafter Office of Sponsored Programs (OSP)) 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 OSP, share in the proceeds of OSP 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 OSP 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 next semester at a time that allows for discussion and review of dissatisfaction, if any, before the final course schedule is posted. However, it is understood that such printing and distribution shall not reduce a member's rights under this provision.

E. Quality Rehires

If a department (or the Library) recommends that an untenured faculty member or librarian

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

should be dismissed because of unsatisfactory performance, the administration agrees that, except when there are extraordinary fiscal conditions or demonstrably changed curricular needs, the department (or the Library) will be given a replacement position.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XVII
DEPARTMENT CHAIR/DEPARTMENT COMMITTEES ACADEMIC POLICY

A. Academic Policy in General

1. Faculty Academic Policy Making

The primary advisory role of the faculty in establishing, organizing, reorganizing and consolidating academic programs (and the college and departmental structures through which they are carried on), and in formulating academic policies, academic rules and regulations, the academic calendar and academic standards for presentation to the Board shall be continued and preserved. Both parties agree that nothing promulgated in the above areas shall be valid unless processed through appropriate established procedures, and further that changes in the above or in the implementation of the above which significantly impact upon terms and conditions of employment and/or contractual rights and processes are subject to negotiations with the MSP which may ultimately result in the University and the MSP jointly requiring reasonable adjustment.

The parties agree that academic rules and procedures, taken as a whole, should strive to assure high academic standards without unduly burdening the advising and advising related obligations of faculty and department chairs.

In regard to the above, the Chancellor of the University agrees to meet and consult regularly with the faculty and the recognized faculty leadership, including that of the MSP; the MSP agrees to continue to encourage communication among the faculty leadership within its own policy processes.

Nothing in the above shall restrict the rights of the MSP or the grievance rights of unit members.

B. Selection of Chief Academic Officers

It is agreed between the Board of Regents/Board of Trustees and the faculty of the University that the faculty shall have a formal role in search committees utilized in the selection of all major academic administrators, as is traditional in Universities of quality and embodied in recommendations of the AAUP and similar organizations. The faculty role shall include, but not necessarily be limited to, the searches for the Chancellor of the University, the Provost and their Associate Provost, Dean of University Library, College or School Deans, and Assistant Deans. The members of the recognized University faculty leadership, including the MSP, shall be informally consulted before search committees are named or before renewal of the contract of all major University academic administrators, including all listed above, and Department Chairs within a given college shall be informally consulted before renewal of the contract of the College or School Dean and Assistant Dean.

C. Definition of Chair's Responsibilities

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

   Department Chairs are charged with responsibility for providing educational leadership within their departments. Specifically, the Chair shall be responsible for the performance of the following duties:

   a. The recruitment of candidates for faculty positions within their department;

   b. The evaluation of faculty members within their department in accordance with the provisions set forth in this Agreement;

   c. The assignment to faculty of obligations in accordance with the prescribed curriculum, and of the workload provisions of this Agreement;

   d. The implementation of approved academic standards and policies as they pertain to departmental programs; and

   e. Preparing estimates of future educational, fiscal and physical needs of the Department;

   f. In cooperation with appropriate departmental committees and the College Dean, all department chairpersons periodically shall review departmental and course curricula, course descriptions, etc. to ensure their currency and compliance with professional practice and accreditation standards;

   g. Other duties specifically provided for elsewhere in this Agreement, chair duties being subject to negotiation with the MSP[7].

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 *Graduate, On-line & Professional Studies* 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 Division of *Graduate, On-line & Professional Studies* 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 the Division of *Graduate, On-line & Professional Studies* programs consistent with those in regular University programs. It is

[7] *Chair Responsibilities to Division of Graduate, On-line & Professional Studies*

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

agreed that since activity on behalf of the Division *Graduate, On-line & Professional Studies* 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 Division *Graduate, On-line & Professional Studies* 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 (*Graduate, On-line & Professional Studies* 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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. Scope of Chair's Leadership Obligations

1. Normal Chair Work Year

Except in the case of Chairs with head status, as is set forth below, Chairs, as faculty, cannot be required to work at the University except during the academic year under the provisions and definitions of the faculty workload article. However, the parties recognize that conscientious attention to the responsibilities of the Chair's role will not always yield a neat fit into such boundaries; that chairs must nonetheless, at appropriate and reasonable times and places of their choosing, and with methods of their choosing, see to adequate arrangements for the meeting of their responsibilities as delineated in this Agreement, particularly to the final process of preparing for an orderly start of a new semester; but that the University shall take all reasonable steps to minimize Chair burdens outside the academic year. Each Chair shall confer with their college's Dean or Assistant Dean before the end of each Spring semester so that the Assistant Dean may properly act to maintain the continuity of academic policies during the summer period.

E. Prior Conflicting Policies

The contractual provisions of this Article supersede any previous conflicting practices, or contractual provisions.

F. Appointment

1. In General

The Department Chair shall be appointed by the Chancellor, after consultation with the Provost, said recommendation being made in accordance with the procedures described in this Article. The term of the Department Chair shall be for three (3) years, unless a vacancy is declared to exist by the Chancellor, or unless the Chair is recalled, as hereinafter provided, or unless the Chair is unable to serve by reason of death, illness, resignation or other incapacity. The Chancellor for just cause may declare a vacancy to exist at any time in a department chairmanship provided they give reasons for their declaration to the Department Chair and the MSP. The action of the Chancellor shall not be subject to grievance unless the reasons are arbitrary, capricious, or violative of academic freedom.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

2. Outside Chairs

Where the academic administration believes that a Department has an unusual and critical academic leadership need that can only be met by bringing in an outside chair, it may seek the approval of the Department for such course of action. If the Department disapproves, the Provost may (at appropriate times during the academic year) seek a joint agreement with the MSP for such course of action. If the MSP disagrees, the administration may seek special arbitration by a panel of three qualified academics from outside the University: One appointed by the MSP, one appointed by the administration and a third by the other two, which shall determine whether an outside Chair is necessary. Where this procedure is followed, no further grievance rights shall apply. Whenever an outside Chair is brought in, that person shall become a member of the Unit and become subject to this Article and Agreement.

G. Procedures for Selection of Department Chair

At least one month prior to the expiration of a term of office of a Chair, or upon a declaration of a vacancy, the Provost shall notify or direct another to notify department members that an election will be held to nominate a Chair. Prior to the selection of any Department Chair, the University Administration may state its view of the leadership needs of the Department in question for the coming period in general terms, in writing or through direct meetings, and it shall do so in Departments where it believes there is a critical leadership need. As a general proposition, the larger the Department; the more special, extensive, advanced, complex and unique its academic situation; and the greater the level of Chair compensation and load reduction; then the higher the standard of leadership needs which the University may reasonably impose. The following procedures shall be followed in nominating a Department Chair

1. Not later than the fourth week following the above mentioned notice from the Provost or their designee, the Dean shall call a department meeting for the purpose of nominating a faculty member from within the Department as Department Chair.

2. Such meeting shall be for the purpose of holding an election for the recommendation of a faculty member - Librarian as Department Chair. Such meeting shall be held after fourteen (14) days notice in writing shall have been provided by the Dean to all members of the Department - Division. The time and place shall be set with the consent of the MSP Chair or their designee.

3. The election shall be conducted by the MSP Chair or their designee, by secret ballot upon nominations made by members of the Department/Division. All tenured associate and full professors shall be eligible to be nominated. In truly unique situations, further variations may be waived by the Office of the Provost by means of a joint agreement with the MSP. Where there are fewer than four tenured associate and full professors, all tenured faculty shall be eligible to be nominated.

   All full-time faculty members shall be eligible to vote. Absentee ballots may be accepted at the discretion of a majority of those present and voting. The name of the candidate who has been nominated by a majority vote of those present and voting shall be submitted within seven (7) calendar days by the Dean together with their recommendation, if any, to the Provost. Within fourteen (14) calendar days, the Provost shall agree either to

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

recommend or to reject the nominated candidate. In the event the Provost rejects the candidate, they shall provide the members of the department with specific written reasons for such rejection.

4. Within fourteen (14) calendar days of such rejection and at the call of the Dean, the Department /Division shall meet to consider the rejection of the Provost and the reasons therefore. The Department/Division may, by three-quarters (3/4) vote of the department membership, choose to re-nominate the same candidate or to nominate a new candidate by majority vote of the department members present and voting.

5. If the Department/Division re-nominates the same candidate, the Provost shall submit the name of such department member to the Chancellor. If the Chancellor rejects the individual so nominated, this rejection shall be final, and the Department shall recommend a new candidate, following the procedure described above.

6. If the Provost accepts the initially nominated candidate, they shall submit the name of such department member to the Chancellor, who shall accept or reject the individual so nominated.

7. This process shall continue until a candidate has been appointed. If after two formal votes the Department/Division is unable to nominate a candidate, or if no individual is willing to be nominated, the Chancellor may appoint an acting chair for a period not to exceed one year under Section I below. During this period, the Provost may initiate a national search for an outside chair. The members of the department will elect a search committee to screen candidates and conduct on-campus interviews. The department will vote to recommend one or more candidates for consideration by the dean and the Provost and appointment by the Chancellor.

8. For purposes of this Article (and for all other elections and/or voting required or authorized by this Agreement) Department/Division membership shall be limited to members of the bargaining Unit.

H. Recall of Department Chair

The parties recognize that the recall of a Department Chair by department - division members is an unusual occurrence and that such recall of a Chair should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a Department Chair by department members shall not be used until a Chair has served at least one (1) calendar year from the date of their appointment.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

3. A vote of three-fifth (3/5) of all department members shall be required to declare a vacancy to exist. The recall shall be effective upon the certification of the vote by the impartial faculty member and the MSP Chair. A written record of the minutes of such departmental meeting, together with a record by number of votes cast, shall be forwarded to the Provost. The Chancellor shall declare a vacancy to exist in the department chair.

4. In the event of a recall, the Dean of the College may appoint a department member to serve as acting chair until the new election process as prescribed in this Article is completed. Such acting chair shall not serve for a period in excess of sixty (60) days.

5. Recall of Department Chair

   In the event a Chair demonstrates repeated willful neglect of their duties, the Dean may recommend recall of the Chair to the Chancellor. Should the Chancellor recall the Chair, it is understood that it shall be for just cause. Any recall recommendation must be preceded by written communication to the Chair and the department personnel committee documenting the repeated willful neglect of duties.

I. Appointment of Acting Department Chair

Except as otherwise provided in this Article, the Chancellor may appoint an acting chair for a period not to exceed one year when a chair is on leave or incapacitated. Prior to such appointment, the Dean of the College shall call a meeting of the department members for the purpose of recommending to the Chancellor a person or persons as acting Department Chair. The acting Chair appointed by the Chancellor shall assume duties and responsibilities of the Department Chair as herein defined.

J. Interim Chairs/Standard Terms

Chair terms shall normally begin the first day of a semester. Elections may be held only during the academic year, normally before the end of the previous semester. Chair terms may be extended or reduced by small portions of a semester to effectuate a normal term. The Chancellor may also appoint an interim Chair(s) for brief periods to facilitate a standard term or in other situations upon early vacancy until elections can be held and/or completed.

K. 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.

L. 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

M. 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 response 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.

N. 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.

O. 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.

P. 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 department chairs. (Personnel committee chairs that are invited may attend on a voluntary basis.) The training will encompass procedural requirements provided by the contract as well as relevant training. For example, the training

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

may include updates from human resources, including affirmative action issues and workshops on problem solving methods.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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, supplies; secretarial and typing service; library, computer, telephone, laboratory and technical services; internal and external mail services; payroll, personnel, and fringe-benefits implementation services; parking; maintenance and/or janitorial services; and other appropriate work facilities that are clean, well-lighted, maintained at reasonable temperatures, safe and healthful.

The Parties agree to establish a committee to meet during the life of the July 1, 2024 to June 30, 2027 collective bargaining agreement to discuss matters related to faculty and librarian computing needs. Topics may include, but are not limited to, the current state of the University's computer replenishment program, access to computing technology and necessary software to support teaching, research, and professional responsibilities, and the compatibility of University technology offerings with the diverse instructional and research needs across disciplines.

The University agrees to provide working conditions that meet health and safety standards provided for in applicable state statutes. When a condition is found not to meet such standards, the University agrees to remedy such conditions as soon as reasonably possible; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront them with an imminent safety and/or health danger.

B. Planning and Implementation

1. Implementation and coordination of contractually guaranteed support services shall be the general administrative responsibility of the Provost. Support service priorities and resources allocated to colleges shall be under the residual responsibility of the College Dean. It shall be the obligation of the College Dean, and particularly the Assistant Dean in colleges with such a position, to see to it that college services are organized so as to be actually available to faculty members for appropriate professional purposes in pursuit of collegially formulated objectives within the limits of available resources.

2. Each year, the Administration shall issue an updated comprehensive organization chart and a revision of its five-year, long-range plan together with priorities for the upcoming year. The list of priorities should specifically include goals set by the Chancellor. The Chancellor agrees to discuss and to consult with the MSP prior to making their final determination for setting annual goals and priorities.

3. Except in emergencies, whenever possible, prior to the administration undertaking foreseeable and consequential actions that bear upon support services of importance to the faculty, Department Chairs and librarians, the Associate Provost and/or other appropriate University administrator(s), shall meet and/or consult with representatives

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

of the MSP and/or appropriate faculty/librarian personnel.

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 to take all feasible administrative action through the Provost and the Vice Chancellor for Administration and Finance to keep these unit-staff areas free of unauthorized vehicles, snow, and any other impediments on days that classes and examinations are scheduled.

No spaces may be reserved for individual bargaining unit members without the agreement of the MSP.

This Article and any subsequent Joint Agreements which may be issued under its authority shall supersede all previous policies, contractual provisions and memoranda whether or not they contain provisions to the contrary.

D. Office Space

Office space designated for department use will be allocated by the Chair of each department. Such office space shall be suitably equipped with a desk, chair, and filing cabinet for each full-time faculty member. Wherever feasible, and consistent with the academic space needs and planning of the appropriate department and college, office space shall be assigned to full- time faculty members on a continuing basis, from year to year. Each full-time faculty member shall have access to their office from 7:30 A.M. to 9:00 P.M., Monday to Friday, except for official holidays, throughout the academic year. Access at other times may be provided by special arrangement.

E. Secretarial Services

All faculty members shall have access to secretarial services for the preparation of materials for professional activities associated with University responsibilities including but not limited to teaching, research, and service. Secretarial services shall also be provided in appropriate support of official Departmental functions.

The University's goal shall be to provide secretarial services at as low a ratio of secretaries to faculty members as resources permit, and to provide access to word processing to all faculty and librarians in support of appropriate professional activities, as resources permit.

F. Maintenance of Service Levels

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XIX
SALARY AND OTHER FINANCIAL BENEFITS

Preamble and Conditions Precedent

The cost items contained in this Agreement, which are contingent upon additional, specific, complete and identifiable appropriation by the General Court, shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws.

A. Salary Adjustments

1. Effective January 12, 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of three and one-half percent (3.5%).

2. Effective July 13, 2025, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).

3. Effective January 11, 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).

4. Effective July 12, 2026, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).

5. Effective January 10, 2027, members of the bargaining unit who meet the eligibility criteria for satisfactory performance shall receive a base salary increase of two and one quarter percent (2.25%).

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.

Salary increases identified above for externally funded research faculty shall be subject to the availability of the funding their grant(s).

Merit Pay

Merit pay is suspended for the duration of this contract.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 the denial, the bargaining unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining unit member may, with the approval of MSP/MTA, request review of the denial by a tripartite panel consisting of one member designated by MSP/MTA, one member designated by the Chancellor, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chair of the Board of Conciliation and Arbitration. The standard of review shall be whether the Employer can demonstrate by compelling evidence that the denial of the increase was justified and that the 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

The Merit Pay Award process will provide the opportunity for review and input at various levels including the Department Personnel Committee, the Chair, and the Dean.

1. Each bargaining unit member who was employed in the Unit during the period under evaluation is expected to file a Annual Faculty Report form with their Department Chair. Completed forms to be submitted by all faculty members by January 31. The reporting period will be for the calendar year January 1 through December 31. Persons who fail to file a timely form shall NOT be evaluated, and any person who fails to so file shall be deemed to have opted for consequences identical to a formal finding of "Not Satisfactory," including the forfeiting of the merit increment. It shall be the responsibility of individuals on leave of absence or sabbatical who wish to qualify for the increment to arrange to file the form despite their absence; where the leave began prior to adoption of this Agreement, the Department Chair shall make a reasonable effort to notify the individual.

2. The Chair will provide a copy of each Annual Faculty Report form to the Department Personnel Committee (DPC) for its review and recommendation. The DPC shall provide its recommendations to the Chair. The Chair shall provide their recommendations to the Dean. The College Dean (or Dean of Libraries, as the case may be) may meet with the Chair of each Department following receipt of all evaluations. If the Dean believes a recommendation of "Not Satisfactory" is called for, they shall so indicate. The recommendation of the Dean, together with recommendations from all levels, will be submitted to the Provost for final review and

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

decision. Individual unit members may file an appeal to the Provost if they are not in agreement with their merit award. The Provost will consider the appeal and make a decision on the appeal. The Provost's decision shall be final and not subject to grievance and arbitration.

3. Department Chairs forward their Annual Faculty Report form to their College Dean, Librarians reporting directly to the Dean shall forward their vitae to the Dean of University Library. The review process for Department Chairs shall be the same as that followed for other unit members.

4. The Deans shall forward the names of all Unit members in their college or the library who received a "Not Satisfactory" recommendation or who failed to participate in each distinct evaluation-merit process to the Provost; these named individuals shall not receive a Merit Pay Award for that process. All others, i.e., those who received a "Satisfactory" recommendation, shall receive a Merit Pay Award. A copy of the list of those who will not receive a Merit Pay Award shall be available in Deans' Offices for examination by unit members and copies shall be sent automatically by each Dean to the MSP President.

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 unit members will receive written explanation on the basis for the determination of their merit award. All funds from the merit pool will be expended.

Merit pay is suspended for the duration of this contract.

Salary Schedule

Faculty Rank Minimum*	Eff. 7/1/26
Instructor	$70,000
Assistant Professor	$75,000
Associate Professor	$85,000
Full Professor	$100,000

Librarian Rank Minimum*	Eff 7/1/11
Instructor Librarian	$51,847
Assistant Librarian	$59,705
Associate Librarian	$66,918
Full Librarian	$87,202

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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	13% effective first pay period of September, 2025
Associate Clinical	10% salary increase
Full Clinical	13% effective first pay period of September, 2025
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 Dean in accordance with the following deadlines.

UNIT MEMBER MERIT EVALUATION DEADLINES

Unit Member Vitae/Document Deadline	Department Personnel Committee Deadline	Chair Deadline	Dean 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

E. Professional Development Reimbursement Grants

The contract will guarantee funding for Professional Development Support as follows:

1. There will be an annual allocation of $600, increased to $700 effective FY'22, plus $75,000 divided by the number of bargaining unit members for use in professional development by each tenure system faculty, clinical and teaching faculty member, and librarian for expenses.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

2. There will be an additional annual allocation of $200 per faculty member to academic departments for professional development managed by the chair in consultation with an elected committee of three tenured faculty members, in response to brief proposed requests.

3. The deadline for requests to use funds in (1) and (2) will be no later than May 1st. Funds not encumbered by the deadline shall be made available to other members of that department for professional development expenses.

4. There will be a continuation of two competitive research grant pools – one for $75,000 for tenured faculty, and one for $75,000 for pre-tenure faculty – allocated by the Vice Provost for Research after recommendations from a faculty committee appointed by the Provost. By May 1 of each academic year, the Vice Provost for Research will report to the MSP the names of members of the committee and the allocation of these pools for the academic year, listing the names of the recipients and the amounts received.

5. Faculty who have accepted presentations/papers at recognized international and primary national societies, and who have exhausted their $600 in (1) above, will be reimbursed for registration and travel expenses at a minimum of $1,000. Such reimbursement is in addition to the professional development funds in (1) and (2) above. This guarantee of funding applies to one conference per academic year.

6. Faculty who have accepted presentations/papers at recognized regional professional societies, and who have exhausted their $600 in (1) above, may submit a request for reimbursement of registration and travel expenses at a minimum of $1,000 to their chair, whose recommendation is forwarded to the Dean and the Provost for a final decision.

7. Faculty and librarians will be fully reimbursed for publication costs in recognized professional journals and publications.

Librarians also may request additional funds from the Library Dean for professional development, including but not limited to reimbursement for registration and travel to professional conferences for presentations/papers.

These Professional Development Reimbursement Grants are intended to fund professional travel, equipment, page publication charges, typing, duplicating, and other publication and research related costs; tuition expenses and/or associated travel expenses for Unit members seeking to improve their academic credentials in their present field or in a new field of 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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

adjustment to ensure 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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 on the date the promotion becomes effective, even if they would not otherwise yet expire, unless this rule is waived by the Chancellor of the University in their sole discretion. Eligible individuals may apply for promotion and for salary review during the same review cycle; however, if the promotion application is successful salary adjustments under salary review normally shall not be granted.

(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).

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

b. Salary Review Process

(1) Process for determining whether or not review shall take place

Individuals apply for Salary Review directly to the Dean no later than the last day in March. Applications shall include full documentation as to career achievements, salary history including current salary level, a written statement setting forth the individual's argument for review and augmentation and any other appropriate material in support of the claim. Applications must clearly specify under which of the above categories the application is being submitted. In the absence of such specification, category (1) will be presumed. The Dean shall submit candidate applications for salary review directly to the College Personnel Committee without recommendation. The College Personnel Committee will review said applications and forward its recommendations to the Dean of the College. The Dean shall consider applications for salary review and shall make a positive or negative recommendation as to whether or not a Salary Review seems warranted. The Chancellor of the University, after reviewing the recommendation of the Dean shall decide to recommend or not recommend a Salary Review by a Salary Review Panel.

(2) Salary Review Panel

If Chancellor so recommends, the matter shall go before a Salary Review Panel: a faculty member or academic administrator from this or another University appointed by the Chancellor of the University, a faculty member or academic administrator from this or another University appointed by the MSP, and a faculty member or academic administrator from another university selected by the first two; or a group of three jointly selected. If the panel believes an individual's current salary level is adequate, they shall recommend no change. If they believe it is inadequate, they shall recommend an appropriate increment. They may recommend a permanent increment (normally in the approximate size of a promotion increment) which shall go on the base without time limit and/or, they may recommend an appropriate temporary increment. But temporary increments may be awarded only under category (2) or (3), or renewal where already in existence. That part of such individual's salary which is a temporary increment shall not be eligible salary under the provisions of this Agreement, although the funds represented by such temporary increments shall be a part of the total full-time unit employee equivalent salary amount and shall be included in calculations of ranks averages. Where temporary increments are awarded, at the end of three years, the individual's base salary shall be reduced by the amount of such temporary salary review increment, provided that, the increment, or a lesser one or a greater one may be renewed, but only through another Salary Review process with a positive outcome. [Non tenured individuals may receive a temporary increment only.] The Chancellor may choose to renew a temporary increment without resubmitting the renewal to a panel where the Chancellor believes that the considerations that led to the initial awarding of the increment continue to apply.

The panel's recommendation shall go to the Chancellor who shall review it, and make their recommendation. If a panel fails to recommend an increment, it need not give reasons. If it does recommend an increment, it shall indicate in a brief written statement what considerations led to its decision. The panel shall make systematic comparisons and sustain claims for salaries above the rank averages only when justified by broad regional or national practice. (Demonstration that some particular

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

individual at the University of Massachusetts Lowell or elsewhere with arguably inferior qualifications is receiving a higher salary than the applicant shall not in and of itself justify augmenting the applicant's salary). The panel shall also consider the actions of previous Salary Review Panels. It shall be permissible for the panel to arrange to confer with the Chancellor, or vice versa, but either the Chancellor or the panel may decline to participate in such conferences.

In any given year, there shall be one panel per applicant, or one panel for all applicants or any combination of panels and applicants as the Chancellor of the University, in their sole discretion, shall deem advisable.

The University shall provide, to an applicant for salary review, an explanation for decision at each level of review.

(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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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"

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XX
SUPPLEMENTAL BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

a. All Unit members shall be entitled to ten (10) days sick leave for each academic year of service. All librarians employed to work a twelve (12) month work year shall be entitled to thirteen (13) days of sick leave for each year of service. Sick leave will accrue monthly, according to parts (1), (2), and (3) below, for each payroll month served from date of hire.

(1) In the case of every member of the bargaining Unit entitled to ten (10) days of sick leave, accrual will be at the rate of three and eight-tenths (3 8/10) hours for each payroll period of employment during the academic year, and

(2) In the case of every member of the bargaining Unit entitled to thirteen (13) days of sick leave, accrual will be at the rate of one half day (3.75 hours) per pay period of employment.

(3) A Lecturer otherwise entitled to benefits also shall be granted sick leave credits in the same proportion that their part-time service bears to full- time service.

A renewal contract will be deemed a continuation of service. Credits for periods of less than one pay period's employment with pay shall not be allowed.

b. Sick leave shall be granted to a Unit member only under the following conditions:

(1) When they are incapacitated for the performance of their duties by sickness or injury;

(2) When through exposure to contagious disease the presence of the Unit member while performing their duty would jeopardize the health of others;

(3) In the case of serious illness of the spouse, child, domestic partner, parent of the Unit member or of a person living in the immediate household of the Unit member.

It is agreed that established practice shall be continued as to the following: calculating the number of days per week that a faculty member taking sick leave will be charged; non-allocation of sick leave credit during sabbatical leave; and permitting or restricting the use of sick leave and/or the sick leave bank in connection with b.(3) immediately above.

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

not filed within seven (7) calendar days after a request therefore, such absence may be deemed, at the discretion of the Chancellor or their designee, to be an unpaid leave of absence.

Where an individual has provided the physician's certificate as described above and their illness continues for at least an entire monthly pay period, the Chancellor of the University (and not a designee) may condition the granting of further sick leave (or the use of the sick leave bank) upon the individual's submitting to examination by a physician of the University's choosing at its expense, at a place and time reasonably convenient to the unit member. If there is a conflict between the member's physician and the University's physician, the dispute shall be promptly settled by a physician agreed upon jointly by the University and the MSP/MTA, cost to be born jointly by the University and the member. If this third physician concludes that the individual is not too sick to work, no further sick leave will be granted nor need it be further granted if the individual is clearly being uncooperative or evasive.

d. Sick leave not used in any year may be accumulated except that for bargaining unit employees who begin employment at the University on or after July 1, 2015, sick leave accrual shall be capped at 120 days.

e. Effective September 2025, and every September thereafter, one (1) accrued sick leave day (i.e. 7.5 hours) will automatically be deducted from each faculty member's accrued sick leave balance and transferred to the established sick leave bank. Each August, a faculty member shall have the option to opt out of or to re-enter the sick leave bank by providing written notice to the Office of Human Resources of their intent to either opt out of the sick leave bank program or re-enter the sick leave bank program. Once a faculty member opts out of the program, they will not be eligible to participate in the sick leave bank program unless and until they opt into the program.

Newly appointed unit members will have one (1) accrued sick leave day deducted one month after their initial appointment and every September thereafter unless they notify the Office of Human Resources within one (1) month of their appointment that they wish to opt out of the sick leave bank program.

No Unit member shall be entitled to become a member of the Sick Leave Bank except as herein before provided. The Vice Chancellor for Administration and Finance shall have the Director of Human Resources or other appropriate administrator maintain a Sick Leave Bank Register which shall provide a membership listing and the number of Sick Leave days accumulated in the Bank.

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 Sick Leave Bank committee.

The joint Sick Leave Bank committee shall be comprised of the MSP President, a union representative designated by the MSP President, the Human Resources

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Representative, and the Provost's designee. The committee shall meet at least once per year as agreed to by the members of the committee to review the Sick Leave Bank data and address any issues that arise.

If the Sick Leave Bank is projected to enter a deficit before the end of an academic year, the Sick Leave Bank Committee shall meet to discuss any potential resolution to cover anticipated leaves during that year.

If the Bank holds a surplus significantly above usage demand, the Committee may also convene to discuss possible "holidays" from faculty contributions for that academic year.

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 provisions 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. A Unit member having accumulated sick leave credits who is injured while in the performance of their duty, and such injury results or could result in a claim under Chapter 152 of the General Laws (Workmen's Compensation Act), shall be paid for sick leave up to the extent of their accumulated sick leave credits or until payments under the Workmen's Compensation Law begin. Any adjustments due to a Unit member because of the effects of this provision shall be made thereafter. The Sick Leave Bank shall not be used for this purpose.

2. Funeral Leave

Upon evidence satisfactory to the Board of Trustees or its designee of the death of the husband, wife, child, brother, sister, parent, spouse's parent, grandparent or grandchild of any Unit member, or other person living in their immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) consecutive work days. In addition (2) consecutive working days shall be available for use by a unit member in case of the death of their spouse's brother, sister or great grandparent.

3. Military Leave

a. Every unit member shall be entitled, during the time of their service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, or during their annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

pay therefore, without loss of their ordinary remuneration and also shall be entitled to all leaves of absence provided in this Agreement.

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

b. Any unit member who, on or after January 1, 1940, shall have tendered their resignation, or otherwise terminated their employment, for the purpose of serving in the military or naval forces of the United States and who does or did so serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such Unit member shall be deemed to have resigned or to have terminated their employment, until the expiration of two (2) years from their termination of said military or naval service.

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

h. Court leave shall affect no employment rights.

i. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of their assigned responsibilities.

5. Other Leave

Such other leaves as are herein authorized also shall be available to unit members, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the Chancellor or their designee.

a. To permit unit members who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, the Chancellor shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such services.

b. Unit members shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board or its designee shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic inoculation shall cease.

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

d. Leave of absence with pay may be granted for the following absence:

(1) Red Cross Blood donations,

(2) Oral and written examination for the State service conducted by the Division of Civil Service or the Division of Registration,

(3) Physical examination for the State service or the Division of Registration,

(4) State Retirement physical examinations,

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

(5) Hearings in Industrial Accident cases as the injured person or as a witness therein[8].

6. Exclusions from Leave Deduction

Upon the written application of a Unit member through their Department Chair, the Chancellor of the University or their designee, may grant such Unit member permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation.

7. Vacation Leave for Librarians

All full-time librarians, of whatever rank, shall be entitled to an annual vacation leave. Vacation leave shall be taken in accordance with a schedule which shall be established by the Dean of University Library and subject to the approval of the Provost or their designee.

Librarians shall be eligible for vacation leave subject to the following provisions:

a. Beginning at the end of the first payroll month (hereinafter in this Article "month") of employment, vacation leave with pay shall be credited to full-time librarians at the end of each full month of employment, as follows:

Length of continuous full-time "creditable service" as of the end of each applicable month	Vacation Leave Accrued:
Less than ninety-six (96) months (8 years) in service of the Commonwealth	1+ 5/6 days per month (total of 22 days per year)
Ninety-six months (96), but less than one hundred ninety-two (192) months (16 years) in service of the Commonwealth	1+ 9/10 days per month (total of 23 days per year)
One hundred ninety-two (192) months, but less than three hundred (300) months (25 years) in service of the Commonwealth	2 + 1/12 days per month (total of 25 days per year)
Three hundred (300) months (25 years) or more in service of the Commonwealth	2 + 1/2 days per month (total of 30 days per year)

[8] *Any witness fees received by such injured person or witness shall be refunded to the Board*

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

(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 University shall grant vacation leave within twelve (12) months after it is credited, unless it is impossible or impracticable to do so because of work schedules or emergencies.

No member of the bargaining unit shall carry more than sixty four days of vacation leave credit.

Effective January 1, 2026, no bargaining unit member shall carry more than fifty-five (55) days of vacation leave credit.

Effective January 1, 2027, no bargaining unit member shall carry more than forty-six (46) days of vacation credit leave.

Tenure track librarians who were members of the bargaining unit prior to July 1, 2025, shall be allowed to carry up to sixty-four (64) days of vacation leave.

f. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement may be charged, unless otherwise notified by the librarian, to vacation leave, if any.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

8. Holidays

b. The following shall be holidays for librarians:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

c. A librarian required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Appointing Authority because of a shortage of personnel or other reason then they shall be entitled to pay for one (1) day at their regular rate of pay in addition to pay for the holiday worked.

d. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be observed consistent with the rules and regulations of the Commonwealth. Such holidays shall be granted in accordance with and subject to the provisions of this Article.

e. Unit members shall be permitted to observe certain religious holidays in accordance with established practice.

9. Paid Personal Leave

Effective the first pay period in January every unit member who is employed to work a twelve (12) month work year shall be credited with seven (7) personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by the Provost or their designee. Unit members who are hired after January 1 shall be credited with personal leave days in accordance with the following schedule:

Date of Hire into Unit	Personal Leave Days Credited
January 1 through March 31	7
April 1 through June 30	5
July 1 through September 30	4
After September 30	3

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 of this Agreement concerning salary adjustments while on leave.

Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities. Apart and above any consideration of disabilities a female member may apply up to eight weeks of personally accrued sick leave pay for maternity leave but may not use the Sick Leave Bank for such purpose. The maternity leave time shall be construed as creditable service for purposes of vacation leave, sick leave, and seniority time.

3. Paid Parental/Adoptive Leave

Full-time faculty and librarians who become the biological or adoptive parents of a child under five years of age, shall receive, upon request, up to a one semester paid leave. In the event that two unit members become the biological or adoptive parents of a child under five years of age, only one may request the one semester paid leave. During that semester which shall be the semester in which the child's birth or adoption occurs or an adjacent semester, the

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

faculty member or librarian shall be required to use their accrued sick leave. Any otherwise eligible faculty member or librarian with insufficient accrued sick leave may draw against the sick leave bank. Bargaining unit members who start employment at the University on or after September 1, 2015 shall be eligible for leave under this section only after employed by the University for 1 full year and shall be required to return to the University, following such leave, for a period equal to twice the length of the granted parental/adoptive leave or shall be required to repay the University for salary paid during leave.

4. Unpaid Parental Leave

Upon written application to the Chancellor, or designee, including a statement of reasons, any full-time 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, may be granted unpaid parental or adoptive leave from such employment for a period not exceeding one academic year; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the Chancellor may, at their sole discretion, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

The purposes for which a Unit member may submit their application for such unpaid leave may include, but shall not be limited to:

a. Except as maybe covered under the terms of the FMLA or Section 3 above, the need to care for, or to make arrangement for the care of a minor dependent child of the Unit 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 hall 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 FMLA leaves.

TDY extensions due to parental and/or FMLA leaves are additive for up to a maximum of two

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

leaves.

A faculty member may request, at their option, an early tenure determination by notifying their department chair before their TDY, according to the schedule in Table III, Article IX.

6. Family Medical Leave Act

The parties agree to the implementation of Trustee Policy #T93-123, "Family Medical Leave Policy", for bargaining unit members.

C. Insurance

1. Health and Accident Insurance

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

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 assigned office shall be allowed transportation expenses for the distance between their home and their temporary assignment or between their regularly assigned office and their temporary assignment whichever is less.

2. In order to facilitate and encourage participation by unit members in professional conferences, meetings and other activities related to the performance and development of their role as 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 (BOT Doc. T96-129, 8/9/2018)

G. Tuition Remission Reciprocity: All Public Higher Education Institutions:

1. Unit Members

In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctor of Medicine degree at the University of Massachusetts Medical School, shall be enrolled to matriculate as a student without the payment of tuition, provided however that in the case of any course or any program of Continuing Education, tuition shall be in the amount of 50% thereof,(except at the University of Massachusetts Lowell where it shall be waived in its entirety, including tuition for non-credit Community Service courses but admission to the latter shall be on a space available basis and subject to reasonable

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

administrative procedures.) The right of non-faculty unit members to take courses at the University of Massachusetts Lowell during regular working hours shall be subject to reasonable restriction. Tuition remission at other institutions of Public Higher Education is subject to reasonable Board of Regents administrative procedures and guidelines.

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 the terms of a collective bargaining agreement or personnel policies.

- Spouses and dependents enrolled as full-time or part-time undergraduate students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
- This benefit is available to the dependents and spouses of current full and part-time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.
- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:

    1. If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.

A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.

- The applicable fees for which this waiver applies are the Curriculum/Operating fees.
- If, during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.
- The current practice of adhering to the 2008-2009 fee waiver amount shall end with the Spring 2015 semester.

<u>For Continuing Education Applicability</u>

Tuition remission shall be provided to eligible employees, their spouse, and dependent children as follows:

For enrollment in any non-state-supported undergraduate course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.
Limitations

a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.

c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

In the event that any other bargaining unit in the Massachusetts Higher Education system negotiates a tuition reimbursement agreement that improves upon the above, negotiations on this issue shall be re-opened.

H. Recreational Facilities

The University agrees to continue past practice relative to the free use of its recreational facilities by Unit members.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

I. Health and Welfare Trust Fund

1. Creation of Trust Agreement

The parties agree to establish a health and welfare fund under an Agreement and Declaration of Trust to be drafted by the employer with input by the union and executed by the MSP/U-Mass Lowell or its specific designee and the employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Union, and shall be executed within 60 days of the signing of this Agreement. In the alternative, the MSP/U-Mass Lowell may continue the existing arrangements.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

2. Funding

a. The funding rate per each full-time equivalent employee shall be increased to fifteen dollars and fifty cents ($15.50) per calendar week, effective January 1, 2015, to sixteen dollars ($16.00) per calendar week, effective January 1, 2016 and to sixteen dollars and fifty cents per calendar week effective January 1, 2017. These increases shall be funded by the establishment of a differential pool at a rate of .25% of payroll. Any remaining funds from this .25% pool will be available to the Provost to fund salary increases approved through the salary review process. If the total amount of funding available for this pool as determined by the amount allocated to the University by the state for this purpose is different than stated above, the parties agree that the full amount made available will be expended.

b. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty- five (45) days following the end of a calendar month.

3. Non-Grievable

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

4. Employer-MSP/U-Mass Lowell Liability

It is expressly agreed and understood that the Employer and the MSP/U-Mass Lowell and their agents do not accept, nor shall they be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund, and that the employer's obligation to pay shall be limited to the contributions indicated under Section 2 above.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

5. Funding

The Employer and the MSP/MTA agree that all funds due the University of Massachusetts Lowell Unit shall be paid as here contracted, even if initially delayed or unexpended.

J. Sick-Leave Buyout

Upon retirement from the University, a Unit member may require the University to pay for up to 20% of their unused personal sick-leave days. This obligation shall not be applicable to any termination of employment other than retirement from Commonwealth service. For the purpose of payment for unused personal sick-leave days, the rate of pay for one day shall be calculated as the individual's annualized rate of pay at the time of official retirement divided by 215. Employees (faculty and librarians) who are eligible to retire in accordance with the provisions of Chapter 32 of the Massachusetts General laws and decease while employed, shall have paid to their beneficiary(ies) or estate twenty percent 20% of the value of their unused accrued sick leave at the time of their death. It is understood that such payment will not have an effect upon the benefits of a retiring individual. In order to be eligible for such payment, an individual must notify the University of their intention to retire at least twelve months before the effective date of retirement.

However, the Chancellor may waive this notification requirement for good and sufficient reasons and may authorize a shorter notification period if required funds to pay for unused personal sick-leave days are available. The provisions of "sick-leave buyout" shall not apply to sick-leave days which have been donated to the Sick-leave Bank.

K. New Provision Licensing and Mandatory Fee Reimbursement

The University shall reimburse faculty/librarians for required professional licensing fees and specialty certificates. Faculty shall submit receipts to the College Dean in a timely manner for reimbursement.

L. Parking

Proper parking facilities within reasonable proximity of their regular work locations shall be available to the employees covered by this Agreement. Effective September 1, 2019, the annual parking fee will be $400. Effective September 1, 2025, the annual parking fee will be $450. 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 consecutive [9] 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. The period for which sabbatical leave is requested;
   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.

[9] 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

D. Procedure and Time Table for Approval of Sabbatical Leave Requests

1. Department Personnel Committee

The Department Personnel Committee shall review applications for sabbatical leave promptly and shall reach decisions concerning the granting and prioritizing of sabbatical leave requests. These decisions shall be submitted to the Dean of the College, together with a departmental impact statement, by October 30 of the academic year preceding the year in which sabbatical leaves have been requested. The departmental impact statement shall explain how the concerned department must be compensated for the absence of each sabbatical leave applicant and shall specify the means by which such compensation must or can be provided. Compensatory actions may include but need not be limited to the following:

a. Increased workload of other department faculty members,
b. Increased class sizes,
c. Staggering of courses on a semester basis,
d. Postponement of applicant's courses, and
e. Team teaching.

Insofar as possible, each department should attempt to compensate for the absence of a sabbatical leave applicant by means of its own resources.

2. College Dean

Upon receipt of the names of sabbatical applicants so recommended by department personnel committees, the Dean of the college shall review department recommendations and shall establish a priority list of names of recommended individuals. The Dean shall forward their recommendation to the Provost by November 10 of the academic year prior to the year in which sabbatical leaves have been requested. The Dean's recommendation shall contain an impact and resolution statement for the College.

3. Provost

Upon receipt of sabbatical leave recommendations from College Deans, the Provost shall forward to the Chancellor by November 25 those sabbatical leave requests which they have approved. The recommendations of the Provost shall include an impact and resolution statement for the University.

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 who have been denied sabbatical leaves of one semester for reasons of replacement funding. To assure that the privileges of sabbatical leave will be available to all colleges in the University, regardless of their current resources or to allow the granting of sabbatical leave under what might be defined as extraordinary circumstances, a college may petition for the use of funds in the "03" account to provide for temporary replacement of individuals who have applied for sabbatical leaves.

G. Savings Clause

Notwithstanding provisions of this Article to the contrary, the University and the Union agree jointly to seek a policy change or a legislative enactment, as may be appropriate, to achieve sabbatical leave conformity with customary practice in Higher Education.

H. Librarian Sabbatical

In recognition of the critical academic support function of librarians, the importance of their learning to the common academic enterprise, and the necessity of their having research opportunities in appropriate instances, it is agreed that there may from time to time be librarians highly qualified from a research standpoint with serious, appropriate and highly significant research projects pending who should and shall be eligible for a form of sabbatical leave opportunity. The application procedures, criteria, duration, etc. shall be formulated by the MSP librarian representative and the Dean of University Library, subject to the approval of the Provost provided that, notwithstanding anything else to the contrary, there shall be no appeal or grievance rights from the judgment of the Provost as to whether or not a particular librarian sabbatical should be granted; their judgment shall be final.

The Dean of University Library shall ensure that a memorandum setting forth the application procedures, criteria, duration, etc. is issued to Librarians.

I. Non-tenured Faculty/Librarian Sabbatical

The parties understand that mentoring and monitoring the progress of faculty who have yet to attain tenure is important for the faculty member and continued success of the University. It is well understood that tenure is obtained by several criteria among which include research and publication. In order to provide a non-tenured faculty member the necessary time and underwriting for this important aspect of tenure consideration, a one-half year paid sabbatical leave may be granted between the unit member's third and sixth year of employment. Those non-tenured faculty members hired after September 2009 shall be eligible for a reduced workload of three courses, which will be scheduled singly or in combination up to three during their second through fourth years of employment at such times as in the judgment of the faculty member will further their research and publication, and also are approved by the department chair. Except as provided herein, the process for requesting and granting such leave shall be consistent with the procedures set forth in sections A, B, C, D, and H of this Article. It is understood that a leave for the purposes described herein will not impact the sabbatical leave process for tenured faculty. All costs, including the cost of replacement faculty associated with this provision shall be borne by the University so as not to adversely impact the sabbatical leave process for tenured faculty.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

J. Sabbatical Information

The University will provide the MSP with the following information about post-tenure sabbaticals: names (including department and college) of all applicants, names of awardees, names and reasons for denials, other information as requested and mutually deemed feasible to obtain and share.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XXII
APPROPRIATION BY THE GENERAL COURT

This Agreement shall be in full force and effect from and after July 1, 2024; 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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XXIII
NO STRIKE CLAUSE OR LOCK OUT

A. No faculty member covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services, except as otherwise provided in Chapter 150E.

B. The MSP/MTA agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown or withholding of services, except as otherwise provided in Chapter 150E.

C. Should any professional member or group of professional members covered by this Agreement engage in or attempt to engage in any unlawful or illegal acts in the nature of a strike, work stoppage, slowdown, withholding of services, or other acts interfering with the access of others to the University premises, or access to equipment and material on the premises; or do any injury to any persons or property on or around the University's premises, or engage in any other acts prohibited by law or by this Agreement; the MSP/MTA shall promptly disavow any such acts or attempt to act, and shall use all reasonable means to induce the Unit member or group of Unit members to cease and desist all their illegal acts, and shall refuse to assist, aid or abet the individuals or groups engage in unauthorized and illegal conduct.

D. The Board agrees not to lock out any Unit member during the term of this Agreement.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XXIV
DURATION AND EXTENT

A. Duration

Unless otherwise stipulated, this Agreement shall be effective from July 1, 2024 to June 30, 2027. The parties agree to commence negotiations for a renewal Agreement on or before January 1, 2027.

B. The Board and the MSP and its affiliates acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the applicable area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity set forth in this Agreement and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the MSP/MTA for the life of this Agreement each voluntarily and unqualifiedly waive their rights, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or otherwise secured or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both Parties at the time they negotiated or signed this Agreement, except for matters arising out of or resulting from the reorganization of higher education.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article XXIV.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

ARTICLE XXVI
AGENCY SERVICE FEE

A. Designated Agency Service Fee

Members of the bargaining unit who elect not to join or maintain membership in the Union may pay, by payroll deduction a designated agency service fee, the Board and the Union having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Union of collective bargaining and contract administration. Individuals who pay a designated agency service fee are not union members.

B. All dues and fees shall be by payroll deduction

C. Payroll deduction shall be permitted for unit members who wish to participate in MTA's VOTE, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from their wages and to the designation of VOTE as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw their authorization by giving at least sixty (60) day's notice in writing to their campus personnel office.

The 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 who have consented to said deductions as provided above.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

XXVII
CONFLICT OF INTEREST AND OUTSIDE ACTIVITIES COMMITTEE

The Parties shall convene a labor/management committee made up of not more than 3 faculty members chosen by MSP and 3 administrators to develop procedures and FAQs to implement the new University of Massachusetts Policies on Faculty Outside Activities and on Conflicts of Interest Related to Research specifically on the Lowell campus. The new policies shall be effective on the date the Parties reach agreement on the procedures and FAQs for implementation on the Lowell campus. Effective upon the date of implementation, the new policies shall replace the policies on Faculty Outside Activities and on Conflicts of Interest Related to Research. The procedures and FAQs shall be added as an appendix to this collective bargaining agreement.

This Agreement was duly agreed to by the parties on the 29th day of July, 2025 and the integrated collective bargaining agreement executed the day of January, 2026.

For the Board of Trustees of
the University of Massachusetts Lowell

Signed by:
Michael C. Rutherford
A4E5E9D7C3D4B2...
Michael Rutherford
AVC/CHRO, Human Resources
1/30/2026 | 10:48 EST

DocuSigned by:
William Storella
3D9D4177EE654C...
William Storella
Senior Director, Labor Relations
1/30/2026 | 10:50 EST

DocuSigned by:
Joseph Hartman
4D1F5B2D1534...
Joseph Hartman
Provost and Vice Chancellor for
Academic and Student Affairs
1/30/2026 | 11:56 EST

DocuSigned by:
John Dunlap
1529C9F9F3899489...
John D. Dunlap
Chief Human Resources Officer
2/4/2026 | 8:45:55 AM EST

DocuSigned by:
Martin T. Meehan
FAA6EB64DFDF4B1...
Martin T. Meehan
President
2/5/2026 | 9:06:40 AM EST

For the MSP/MTA/NEA

Signed by:
Katie D'Urso
7E6C1B6AD498...
Katie D'Urso
Field Representative-Organizer
Massachusetts Teachers Association
2/3/2026 | 14:52 EST

DocuSigned by:
A02E3EF15B4AE...
Kelly Socia
MSP President
2/3/2026 | 14:54 EST

DocuSigned by:
Adam St. Jean
5413CA87CBB497...
Adam St. Jean
MSP Vice President
2/3/2026 | 16:33 EST

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-1
PAYROLL DEDUCTION AUTHORIZATION

To the Board of Trustees of the University of Massachusetts Lowell I hereby authorize and direct the Board of Trustees of the University of Massachusetts Lowell through its officer, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Massachusetts Society of Professors, U-Mass Lowell/MTA/NEA as equal to the current rate of dues. Such deduction is to start effective or immediately after the date of this authorization, as the case may be.

I further authorize and direct you to transfer and pay the sum so deducted as directed by the Treasurer of the Massachusetts Society of Professors/ University of Massachusetts Lowell.

In consideration of the above described service rendered by the Board of Trustees of the University of Massachusetts Lowell, its member, officer, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of the University of Massachusetts Lowell, its members, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days written notice, to the Treasurer of the Massachusetts Society of Professors/University of Massachusetts Lowell, and the authorized designee of the Board of Trustees of the University of Massachusetts Lowell, and the revocation will become effective upon the thirtieth (30th) day or service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

Employees Signature: _____

Date of Notice: _____

Social Security Number:_____

$_____ _____

Annual Salary Position Title

_____

Last Name (please print) First Middle

_____

Address

[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.]

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-2
UNIVERSITY OF MASSACHUSETTS LOWELL
Massachusetts General Laws. Chapter 150 (e). Section 10

PROHIBITED PRACTICES: EMPLOYERS, EMPLOYEES

(a) It shall be a prohibited practice for a public employer or its designated representative to:

(1) interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter;

(2) dominate, interfere, or assist in the formation, existence, or administration of any employee organization;

(3) discriminate in regard to hiring, tenure, or any term or condition of employment to encourage to discourage membership in any employee organization;

(4) discharge or otherwise discriminate against an employee because they have signed or filed an affidavit, petition, or complaint or given any information or testimony under this chapter, or because they have informed, joined, or chosen to be represented by an employee organization;

(5) refuse to bargain collectively in good faith with the exclusive representative as required in section six;

(6) refuse to participate in good faith in mediation, fact-finding, and arbitration procedures set forth in sections eight and nine;

(b) It shall be prohibited practice for an employee organization or its designated agent to:

(1) interfere, restrain, or coerce any employer or employee in the exercise of any right guaranteed under this chapter;

(2) refuse to bargain collectively in good faith with the public employer, if it is an exclusive representative, as required in section six;

(3) refuse to participate in good faith in the mediation, fact-finding and arbitration procedures set forth in sections eight and nine.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-3
PHASED RETIREMENT PROGRAM

I. ELIGIBILITY

Eligibility for this Program is limited to:

a. Full-time active members of the UMass Lowell Faculty and Librarians bargaining unit ("Members") or those Members who are on an approved leave of absence with or without pay from the University; and

b. Members who have completed ten (10) or more years of creditable service with the Massachusetts State Employee Retirement System ("MSERS") or in the Optional Retirement Program ("ORP"); and

c. Members who timely file the attached written Application to participate in this Program in accordance with the provisions outlined below.

II. APPLICATION AND PARTICIPATION PROCESS

To participate in this Program, eligible Members must submit the Phased Retirement/Separation Incentive Application Form ("Form") with notice of intent to separate or retire no later than August 31 of any year, with the separation at the conclusion of an academic semester no later than three years from the application date.

III. PROVISIONS OF THIS PROGRAM

a. A Member's phased retirement will be over a period not to exceed three years with a retirement date at the conclusion of an academic semester no later than three years from the application date.

b. Participation in this Program will be considered notice of resignation pursuant to Article XX, section J (Sick-Leave Buyout) of the collective bargaining agreement between the MSP and the University.

c. Program participants will receive a reduction in their FTE and salary from 1.0 FTE at 100% salary to .5 FTE (50% reduction in salary) while remaining an active/benefited employee.

d. The reduced workload will be determined by the applicable terms of the collective bargaining agreement with the assigned teaching load reduced by 50%.

e. Program Members will continue to have office access as well as access to department, college and university assets as currently accessible subject to relocation for capital projects.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

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

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

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

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

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

E. Director - The Executive Director of the CVIP.

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

G. Exempted Scholarly Work - A Scholarly Work that falls within certain categories of Copyrightable Works that have been formally recognized by the University as being Scholarly Works. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 - A ll 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. Administrative Procedures - Inventions and Copyrightable Works

A primary goal of the University is the discovery and free dissemination of knowledge for the benefit of the public. The University recognizes, however, that in certain instances the public will only benefit from knowledge that is protected under the patent or copyright laws, which provide an incentive for economic development of

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

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

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

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

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

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

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

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

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

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

   b. University-Commissioned Works - The University will not ordinarily waive its ownership rights in any Intellectual Property (including Exempted Scholarly Works) that is developed by a Covered Individual who is specifically hired or

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

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

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

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

D. Administrative Procedures - Tangible Research Materials

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

1. Transfer to Outside Researcher for Basic Research - If a Covered Individual desires to transfer Materials to an Outside Researcher for use in internal basic research, and not for the development or sale of commercial products, the Covered Individual must use the appropriate University form of Materials Transfer

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 will make available a University-form CDA for receipt of Confidential Information, although the organization disclosing the Confidential Information will usually require use of its own form of CDA.

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

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

F. Administrative Procedures - Sponsored Research with Commercial Organizations

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

research agreement (such as publication delays) would apply to research performed by students, the affected students must agree to such restrictions in writing.

G. Commercialization of University-Owned Intellectual Property

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

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

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

   b. The remaining net income will be distributed as follows:

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

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

2. Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, the Vice President for Economic Development, and the University Treasurer. If the University receives equity in connection with the commercialization of Intellectual Property, such equity will be held on behalf of the University by the University of Massachusetts Foundation, Inc., and will be treated as follows:

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

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

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

H. Enforcement

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

I. Appeals; Interpretation of Policy; Exceptions

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

J. Oversight Committee during FY08

The parties agree to establish a joint Oversight Committee, composed of three representatives of the campus administration (the Vice Chancellor for Administration and Finance, the Provost, and the Vice Chancellor for Research or comparable position, or their designees) and three representatives of the MSP to conduct a review of the operations of the CVIP and to issue a report, including recommendations, if any, to the Chancellor on or before March 1, 2008. The Chancellor would have up to sixty (60) days to review and comment upon the report and recommendations

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

EXHIBIT A

Form of Participation Agreement

UNIVERSITY OF MASSACHUSETTS
PARTICIPATION AGREEMENT
(ver. 4/22/96)

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

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

2. Disclosure. In accordance with Section III, C.1. of the Policy, I agree to make the following disclosures to the University Office of Commercial Ventures and Intellectual Property ("CVIP") or the Vice Chancellor for Research ("VC for Research"):

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

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

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

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 ordinarily waive its rights in other Copyrightable Works that the University determines are Scholarly Works. At the request of the University, I agree to execute and deliver promptly a specific assignment to the University of my right, title, and interest to such Intellectual Property, including without limitation any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. I further agree to supply the University with all information and to execute all documents necessary to obtain and maintain patents, copyrights, or other forms of legal protection for such Intellectual Property. I hereby appoint the University as my attorney to execute and deliver such documents on my behalf in the event that I should fail or refuse to fulfill my obligations under this Section within a reasonable period of time.

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

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

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

Signature: _____

Printed Name: _____

Department: _____

Date: _____

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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. Conflict of Interest - (i) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University or the public or (ii) the reasonable appearance of such a conflict to the public.

E. Conflicts Committee - Shall have the meaning set forth in Article II.

F. Covered Individual - Any individual associated with the University, including without limitation faculty, staff, and students.

G. CVIP - The University Office of Commercial Ventures and Intellectual Property.

H. Director - The Executive Director of the CVIP.

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

J. Non-Equity Compensation - All compensation other than Equity that is provided by a Company or contractually promised by a Company, including without limitation salary, gifts, royalties, consulting fees, honoraria, goods, services, and travel expenses. "Non- Equity

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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. Substantial Interest - Has either of the following meanings.

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

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

M. Threshold Amount - An amount of compensation that the Conflicts Committee has determined to be substantial, which amount will be established annually by the Conflicts Committee.

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

II. ADMINISTRATION OF POLICY

A. Philosophy and Authority of Conflicts Committee

The University assumes that its faculty and staff act with the highest level of personal responsibility, integrity and commitment to the University. Nevertheless, complex situations can arise involving Conflicts of Interest that require specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, the Committee will have the authority on behalf of the University to review conflicts disclosures and to dispose of conflicts involving Financial Interests in a fair and objective manner, utilizing the knowledge and judgment of Committee members and other resources the Committee desires to access. The Committee will have broad discretion in resolving Conflicts of Interest. Over time, decisions made by the Committee may become precedents that will be used for guidance by the Committee to assure continued principled decision making. Some decisions may periodically be

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 meetings in the same fashion as Committee members and shall be furnished with all information provided to Committee members.

III. POLICY

A. Disclosure of Financial Interests

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

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

1. Company-Sponsored Research Proposals - If a Covered Individual intends to perform or direct Company-sponsored research at the University, and if the Covered Individual has a Financial Interest in that Company, or has received a Financial Interest from that Company, then the Financial Interest should be disclosed to the Vice Chancellor for

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 Company or from that Company at any time (i) during the conduct of the research or (ii) within one year after cessation of the research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.

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

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

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

6. Involvement of Students - Although involvement of students in the outside professional activities of faculty under certain circumstances may enrich the students' educational

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 two different procedures for review and approval of these Conflicts of Interest, as set forth below. If a Conflict of Interest involves a Substantial Interest, it necessitates rigorous review that may result in prohibition or approval accompanied by conditions. On the other hand, if a Conflict of Interest involves a Financial Interest not constituting a Substantial Interest, then the Conflict of Interest ordinarily requires a less rigorous review process and ordinarily will be approved.

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

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 by the Vice Chancellor for Research, or (iii) are selected by the Chair from the list of other disclosures for expedited review. In the case of a Conflict of Interest involving a Substantial Interest, the Conflicts Committee will ordinarily permit such a Conflict of Interest to exist only under certain conditions, which are intended to minimize any harm that could result from the Conflict of Interest.

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

(1) postpone consideration of the matter pending further information or investigation;

(2) approve a Conflict of Interest because the circumstances require no action;

(3) approve a Conflict of Interest with conditions, such as public disclosure of the Financial Interest in publications describing the research results;

- independent monitoring of the research;
- modification of the research plan;
- imposition of a holding period on the stock or other security in the case of a Financial Interest consisting of Equity, which will minimize the appearance of influence on the outcome of the research; or

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

- divestiture of the Financial Interest;
- disqualification of the Covered Individual from the research.

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

IV. Public Statements

A number of problems may be posed when statements are made by scientists about research before the research has been publicized in scholarly journals or symposia, when the scientist has a Financial Interest in a Company that stands to benefit from the research. In order to avoid any such occurrences at the University, all Covered Individuals who perform or direct

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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)

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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)

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

UMASS LOWELL

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

This form is used to report and describe activities conducted outside the scope of your faculty duties and for which you may receive additional compensation. Provide sufficient information to describe the activity. Submit completed form to OutsideActivityDisclosures@uml.edu. You may be contacted for more information to determine potential for conflicts of interest. Many activities reported do support UMass Lowell professional services and are prohibited but are required to be disclosed and evaluated for any conflicts of interest. **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:

7) 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

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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? ☐ Yes or ☐ No If yes, date scheduled for Conflict Comm. Review: Recommend for Approval? ☐ Yes or ☐ No Date:
Dept. Chair, Name:	Approved? ☐ Yes or ☐ No Date:
Dean of College, Name:	Approved? ☐ Yes or ☐ No Date:

(Dean, please send back to OutsideActivityDisclosures@uml.edu. OIC will notify faculty of authorization.)

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Outside Activity Disclosure Process Description:
(All Information Disclosed is CONFIDENTIAL)

NEW ACTIVITIES

- Prior to the start of any NEW activity or for any significant change, faculty submit an Outside Activity Disclosure Form to the Department Chair for review.
- The Dept Chair makes a recommendation to the Dean, who then sends it to the VPR for further review.
- If there are any potential conflicts, the Dean notifies the Vice Provost for Research (VPR) who will contact the faculty for more information.

ANNUAL UPDATES

- Annually, by January 31, faculty update and verify their ongoing outside activities to the Department Chair.
- No later than February 15, the Department Chair forwards disclosure summaries to their Dean.
- No later than March 15, the Dean forwards the summary of approved disclosures to the VPR.

MANAGEMENT OF POTENTIAL CONFLICTS

- The VPR, with assistance from the Office of Institutional Compliance (OIC), evaluates whether there are any conflicts and presents the information to the Campus Conflicts Committee
- The Campus Conflicts Committee reviews and recommends a proposed management plan.
- The VPR submits the Campus Committee recommendations to the Systemwide Conflicts Committee for review, revisions and approval of the management plan.
- The Systemwide Conflicts Committee sends a letter to the faculty/employee for their signature and agreement to the plan.
- If applicable, a campus oversight committee is assigned to assist in management of the plan.
- OIC assists faculty in maintaining compliance with the terms of the management plan

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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; <u>and</u>

(2) any of the following circumstances apply:

(a) the commercial organization (i) intends to fund proposed research that the Covered Individual will perform or direct for the University; (ii) currently funds research that the Covered Individual performs or directs for the University; or (iii) will receive payment for goods or services in connection with research that the Covered

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Individual performs or directs for the University;

(b) the commercial organization intends to license University-owned intellectual property (as determined under the applicable intellectual property policy) and the Covered Individual who created that intellectual property or who will negotiate the license agreement becomes aware of the intention of the commercial organization; or

(c) the Covered Individual is a faculty member who intends to involve University students in their outside professional activities with the commercial organization.

Please note that subsequent disclosures are required whenever there is a significant change in the previously disclosed financial interests of a Covered Individual. The Committee currently considers that the immediate family of the Covered Individual includes spouse, parents, in-laws, siblings, children, or any relative living at the same address as the Covered Individual.

II. Compliance with Requirements of Research Sponsors: PHS and NSF.

The Public Health Service (which includes the National Institutes of Health) and the National Science Foundation require disclosure of certain financial interests by every investigator who applies for or receives grants or cooperative research agreements that are funded by such agencies, except Phase I SBIR and STTR grants. The term "investigator" includes the principal investigator and any other person who is responsible for the design, conduct, or reporting of the research, as well as their spouse and dependent children. If the investigator has a disclosable financial interest, it must be disclosed when they submit the relevant grant proposal and whenever a reportable financial interest arises during the period of an award. The PHS and NSF require all Covered Individuals to disclose the following conflicts of interest:

(1) if an investigator has a "*Significant Financial Interest*," which is defined as anything of monetary value, including but not limited to salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights), but not including any of the following:

- salary, royalties, or other remuneration from the University;
- income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
- income from service on advisory committees or review panels for public or nonprofit entities;
- an equity interest that, when aggregated for the investigator and their spouse and dependent children, meets both of the following tests: (i) does not exceed $10,000 in value as determined through reference to public prices or other reasonable measures of fair market value; and (ii) does not represent more than a five percent ownership interest in any single entity;
- salary, royalties, or other payments (including equity) that, when aggregated for the investigator and their spouse and dependent children over the next twelve months,

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 affected[15] by the proposed research;

(b) during the period of the award, the Significant Financial Interest would reasonably appear to be affected by the ongoing research;

(c) when the grant application is submitted, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research; or

(d) during the period of the award, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research.

DISCLOSURE PROCEDURES

In general, you should make any required disclosures on the attached Conflict of Interest Disclosure Statement. All completed forms should be submitted to the Vice Chancellor for Research at your campus or, if your campus lacks this position, to the Provost. The Vice Chancellor for Research or Provost may assign the task of disclosure collection to another person at the campus. The Policy requires you to submit the appropriate Disclosure Statement (i) before receiving a financial interest that would create a conflict of interest for which disclosure is required, or (ii) if the financial interest already exists, before commencing any activity that would create a conflict of interest for which disclosure is required. Shortly after you submit a disclosure statement, the conflict of interest described in the disclosure will be reviewed by the Conflicts Committee. The Committee may dispose of the conflict of interest in one of three ways: approval, conditional approval, or prohibition. You will be notified promptly after the Committee makes its decision.

In addition to these general procedures, each campus office of research administration may impose specific administrative procedures to ensure compliance with the Policy. A description of these specific procedures, if any, will be attached to this Disclosure Form.

---

[15] Neither agency has clarified the meaning of the phrase "reasonably appear to be affected."

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 Relating to Intellectual Property and Commercial Ventures. I further certify that, to the best of my knowledge, the contents of this Financial Interest Disclosure Statement are complete and accurate.

Signature of Covered Individual:_____

Date:_____

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-8

FACULTY REPORT FORM

For the period from mm/dd/yyyy to mm/dd/yyyy

SECTION 1 – GENERAL INFORMATION

Name:
Date:
College:
Department:
Highest Degree & Date:
Rank:
[] (for tenure track faculty) Click if tenured
[] (for teaching and clinical faculty) Click if *just cause* applies

Additional Education and Professional Development: Any additional degrees, programs, licenses and certificates undertaken or awarded during the reporting period.

SECTION 2 – TEACHING & ADVISING

Courses taught during the reporting period.

Dissertations/Theses/Independent Studies (as primary advisor or co-advisor): List separately Doctoral, Masters, Honors Theses, Independent Study, Internships, etc.

Dissertations/Theses/Independent Studies (as committee member): List each type separately.

Course redesign or teaching innovations: Describe any major changes in your teaching approach or responsibilities; any other evidence of your teaching excellence or innovation from the past year.

Other educational activities: Description of any additional educational activities (e.g. guest lectures) not covered above.

Advising: Include the number of both undergraduate and graduate advisees (other than those listed above).

SECTION 3: RESEARCH, CREATIVE ACTIVITY, & OTHER SCHOLARLY ACTIVITY

Publications/Creative activity:

List all works published during the reporting period. Publications may be listed either with their print or online publication date, but not both. Include type of publication (e.g., book, monograph, textbook, edited volume, anthology, collection, bibliographies, journal article, book chapter, review, abstract, pamphlet, conference proceedings). Indicate if the publication was refereed.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Performances or shows of creative work during the reporting period should be included here. Indicate if the performance/show was invited, juried, or refereed.

List all works (including creative work) completed and accepted for publication/performance during the reporting period. Give applicable date(s).

List all works submitted for review during the reporting period. Give applicable date of submission.

List works currently in progress.

Conference Activity:

Conferences organized or attended during the reporting period. Include date and location; any offices held; roles and responsibilities;

Conference panels or symposia organized

Community-engaged scholarship

Papers or posters presented and panel/symposia participation at academic or professional conferences. Indicate whether invited or contributed. Indicate if referred

Other invited talks

Other professional scholarly activities (e.g., outside consulting or expertise provided.) Indicate if activity was remunerated.

Grants, Patents, and Innovation:

Active grants. Include title, sponsor, funding period, amount of award, the names of PI's and co-PIs, and percent effort (if applicable). Indicate nature of sponsor (e.g., internal, state, federal, industry, private).

Grant proposals submitted during the reporting period. Include title, funding source, proposed budget and grant period, and the names of all PIs or co-PIs and decision if known.

Patents and innovation. Indicate date and stage of patent filing including patent disclosures. Include innovation, start-ups, and any intellectual property developed, such as educational software or media.

SECTION 4: SERVICE

Committee membership. Indicate whether University, College/School, or Department level. Note any

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

leadership roles and responsibilities. Indicate if stipended.

All administrative appointments (University, College/School, and Department level). Indicate if stipended.

Memberships in professional organizations and societies. Include any offices held and/or specific roles and responsibilities.

Editorial or reviewer roles (journals, review panels, manuscripts). Include dates of service.

List all professionally related community and public service activities during the reporting period. Include any leadership roles and responsibilities.

Any other service activities as appropriate.

SECTION 5: AWARDS, RECOGNITIONS, AND ADDITIONAL INFORMATION

List any honors or awards received during the reporting period.

Please identify any additional activities not included above.

SECTION 6: ACADEMIC PLAN

This section must be completed by pre-tenure faculty, as well as teaching and clinical faculty prior to achieving just cause. It is optional for all other faculty.

The primary purpose of the academic plan is to provide a meaningful context for informal and unofficial discussions between the individual and the department chair or dean concerning the following:

(1) the development of constructive professional relationships with colleagues and students in the discharging of faculty/librarian responsibilities;

(2) the coordination of personal goals for academic and professional development with the overall academic and professional needs of the department, college/library, and University programs.

SECTION 7: REDUCTION IN TEACHING LOAD FOR RESEARCH PRODUCTIVITY

If you believe you qualify for the Reduction in Teaching Load for Research Productivity, please indicate here how you qualify, as specified in Article XVI.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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.)

2. Professional Honors and Awards

3. Non-Teaching Activities (Consulting and Other Professionally Related Work

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

C. RESEARCH

1. Grants & Contracts

2. Academic & Professional Publications (Citations must include full and exact references; reprints of publications must be available for submission and must be submitted when requested. Use back of this page if additional space is needed.)

3. Other Research or Creative Activities - Performances, Exhibitions, etc. (Copies of unpublished manuscripts, and programs and/or critical reviews of creative activities must be available for submission and must be submitted when requested. Use back of this page if additional space is needed.)

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

D. INSTRUCTION RELATED ACTIVITY

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

2. Other Activity and Accomplishments Related to the Instructional Function

E. SERVICE ACTIVITIES

1. Community Activities Related to Professional Field

2. Committee Activities (Indicate if department, college or university level.)

3. Other Service to the University

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-10

MEMORANDUM OF AGREEMENT FOR SABBATICAL LEAVE OF ABSENCE PF-15

I affirm that the purpose of my sabbatical leave is as stated in my approved sabbatical leave plan. I agree to submit to the Provost any change of sabbatical leave plan prior to the beginning of my sabbatical leave period, and I also agree not to implement any change of leave plan without their explicit approval. Such approval shall not be withheld unreasonably. In the event that I have filed a change of sabbatical leave plan, the Provost shall notify me that my change of plan has been accepted (and that my sabbatical leave may proceed as scheduled) or that my change of plan has been rejected and that my sabbatical leave has been canceled. If such

occurs at least two months prior to the date on which my sabbatical leave was originally scheduled to begin, I shall return to the University to resume my regular faculty duties or I shall request a change of leave status from sabbatical leave of absence to leave of absence without pay, such request to be without prejudice to my contractual grievance rights or to my right to appeal the decision of the Provost to the Chancellor.

I affirm that I shall not accept full-time employment during my official sabbatical leave period and that I have divulged in my official sabbatical leave plan all financial compensation relative to the purpose for which sabbatical leave has been authorized. Prior to the beginning of my sabbatical leave period, I agree to secure the approval of the Provost for any unanticipated additional compensation relative to the purpose for which sabbatical leave has been authorized. Such approval shall not be withheld unless, in the reasonable view of the Provost, the unanticipated additional compensation is contrary to the purpose for which sabbatical leave has been authorized. I further agree either to abide by the decision of the Provost or to file with him one of the following requests: (1) a request to resume my faculty duties pending review of my additional compensation if these events occur at least two months prior to the date on which my sabbatical leave was originally scheduled to begin, or (2) a request for a change of leave status from sabbatical leave of absence to leave of absence without pay, such request to be without prejudice to my contractual grievance rights or to my right to appeal the decision of the provost to the Chancellor. If my sabbatical leave is canceled or changed to leave of absence without pay before the date on which my sabbatical leave was originally scheduled to begin, such cancellation or change shall be without prejudice to my subsequent eligibility for sabbatical leave. If my sabbatical leave is canceled or changed to leave of absence without pay after the date on which my sabbatical leave was scheduled to begin, such cancellation or change shall prejudice my subsequent eligibility unless the decision of the Provost is overturned by the Chancellor in resolution of a grievance which I have filed.

Within one semester following completion of my sabbatical leave, and at a time within this period designated by the Provost, I agree to submit to my chair and college dean a written report detailing my achievements during the official sabbatical leave period.

I understand that failure to comply with the aforesaid provisions of this Memorandum of Agreement constitutes default of my approved sabbatical leave and pending any subsequent determination of the Chancellor of the University of Massachusetts Lowell, I agree to repay to the Commonwealth of

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Massachusetts such University salary as the Chancellor has determined.

Upon termination of authorized sabbatical leave, I further agree to return to the service of the University of Massachusetts Lowell for a period equal to twice the length of granted sabbatical leave and that in default of completing such service I agree to refund to the Commonwealth of Massachusetts, unless excused therefrom by the Chancellor of the University of Massachusetts Lowell, an amount equal to such portion of the salary received while on sabbatical leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

_____ _____
Signature of Sabbatical Recipient Date of Signature

_____ _____
Signature of Provost Date of Signature

Official Sabbatical Leave Period:_____

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 of employment by signing below. Return three signed copies of this memorandum to the Office of the Personnel, University of Massachusetts Lowell (South Campus), Lowell, Massachusetts 01854. Official acknowledgment of reappointment acceptance must be received by the Personnel Office no later than 30 days following the date this reappointment offer or seven days prior to the initial date of the reappointment period, whichever deadline is earlier.

_____ _____
(Appointee) Provost for Academic Affairs

_____ _____
Date of Signature Initial Date of Continuous Service

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action University.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

UNIVERSITY OF MASSACHUSETTS LOWELL
Personnel Form #8

MEMORANDUM OF PROFESSIONAL ACADEMIC APPOINTMENT

Office of the Provost _____
Date

TO:

Period of Appointment from through_____

Rank:_____ (With Tenure_____Without Tenure_____)

Discipline(s):_____Department(s):_____

_____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 of appointment and as provided by the Agreement Between the Massachusetts Society of Professors of the University of Massachusetts Lowell and the Board of Trustees of the University of Massachusetts Lowell. Please acknowledge your acceptance of the terms of employment by signing below and by returning three signed copies of this memorandum to the Office of the Provost, University of Massachusetts Lowell (North Campus), Lowell, Massachusetts 01854. Official acknowledgment of appointment acceptance must be received by the Office of the Provost no later than 30 days of appointment notification or 7 days prior to the initial date of the appointment period, whichever deadline is earlier.

_____ _____
(Appointee) Provost for
Academic Affairs

_____
Date of Signature

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action university.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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. Salaries are paid in twelve monthly installments but advances on account of salary may be authorized under such rules and regulations as the Treasurer of the Commonwealth may prescribe.

6. The appointee in accepting this appointment agrees to abide by all the laws, rules, and regulations of the Commonwealth of Massachusetts, the University, and the Chancellor or a duly authorized officer acting for him.

7. A faculty member or librarian who wishes to resign their University appointment shall give notice of thirty days after receiving notice of terms of reappointment for the succeeding year or by May 15th, whichever deadline is later. The faculty member or librarian may request a waiver of this requirement of notice in the case of hardship. In such cases, the University reserves the right to require written substantiation of an alleged hardship and reserves to itself all contractual rights when in the view of the Board of Trustees such hardship is insufficient or unsubstantiated.

8. Agreements or understandings outside this document or the Agreement between the MSP and the Board of Trustees are invalid and have no force.

9. Persons newly hired do not receive contractual salary increases until they have completed one full year of academic service by the time the increase is due; initial salaries are not negotiated accordingly. The stipulated salary for a person being reappointed is subject to adjustment in accordance with the Agreement between the MSP and the Board of Trustees.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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]

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-13

PERIODIC MULTI-YEAR REVIEW OF FACULTY & LIBRARIANS (PMYR) UNIVERSITY OF MASSACHUSETTS LOWELL

PREAMBLE

The practice of regular review of faculty and librarians based upon the submission of updated comprehensive professional vitae reviewed as contractually specified by departmental personnel committees, department chairs, and Deans has been long established as the primary basis of reviewing the activities and the performance of faculty and librarians at the University of Massachusetts Lowell. These reviews have served as the primary basis for the allocation of merit awards as specified by the provisions of the Agreement between the Board of Trustees of the University and the Massachusetts Society of Professors/Lowell. Since faculty and librarians continually review their professional activities throughout their careers at the University, including after tenure and promotion, it is appropriate that the existing long-standing procedure of regular reviews of faculty and librarians be a principal component of any process of periodic multi-year review.

It is recognized that significant multi-year reviews of the activities and performance of faculty and librarians are contractually required in connection with major personnel actions: initial appointment, renewal of appointments without tenure, tenure, and promotion. These reviews evaluate the credentials, activities, and performance of faculty and librarians with respect to teaching effectiveness, research and scholarship, and professional, University, and community service. By contractual agreement the process for making decisions regarding such personnel actions is one of considerable rigor.

It is recognized that all faculty and librarians through the contractual agreement entered into by the University with the Massachusetts Society of Professors/Lowell are accountable for the performance of their contractual obligations and responsibilities. In adopting a periodic multi- year review policy the University and the tenured faculty and librarians acknowledge this accountability while upholding the integrity of tenure and academic freedom. Periodic multi- year review addresses accountability by fostering continued professional development.

PURPOSE

Periodic multi-year review of faculty and librarians, which is distinct from regular reviews, which have been connected to the allocation of merit awards, and major personnel action reviews, serves the function of providing a broader time frame within which the interests, capabilities, and performance of faculty and librarians may be examined and assessed. The purpose of such periodic reviews is to create opportunities for timely consultation, intervention, and assistance designed to enable the stimulation and encouragement of professional development, new initiatives, and/or changes in direction which will be of benefit to faculty members and librarians, departments or divisions, and academic programs in the University.

The primary purpose of periodic multi-year review (PMYR) is to assist tenured faculty and librarians in their continuing professional development. Faculty and librarians who have been awarded tenure

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

through the rigorous process by which tenure is attained have been judged by the University as having demonstrated excellent performance and represent a substantial investment on the part of the University. The awarding of tenure not only is recognition of a faculty member or librarian having achieved high standards of performance relating to teaching effectiveness, research and scholarship, and professional, University, and community service, but also represents a commitment by the University to provide the environment and resources which will enable the tenured faculty member or librarian to continue to develop professionally.

PMYR involves the assessment of interests, capabilities, and performance of tenured faculty and librarians over a number of years and assures that their talents and capabilities are maximized throughout their careers.

PRINCIPLES

1. PMYR is intended to supplement existing review mechanisms. PMYR allows for a broader time frame for examination and assessment not directly related to examinations and assessments involving major personnel actions.

2. PMYR must assure for all faculty and librarians the protection of academic freedom and the right to full and free inquiry, as prescribed in the contractual agreement between the University and the Massachusetts Society of Professors/Lowell.

3. PMYR is not to be construed as any sort of process of reviewing or renewing tenure. PMYR does not replace or affect the process contractually established for major personnel actions.

4. PMYR should be appropriately linked to department, division, and/or program reviews and should not involve the creation of additional unnecessary bureaucracy.

5. PMYR should include self-assessment, any materials or documents the faculty member or librarian deems to be relevant, internal peer preview as appropriate, departmental chair review, and review by the appropriate Dean.

6. Standards of evaluation in each department, division, and college or library will be fair and consistent with the University of Massachusetts Lowell's departmental, division, and college or library practices. Factors particularly applicable to the University of Massachusetts Lowell and its predecessor institutions will be given recognition in the review process.

7. PMYR is intended to recognize that individual interests and abilities of faculty members and librarians may change over the course of one's career and that faculty members and librarians may meet their professional responsibilities to their departments, programs, and divisions in varied and changing ways.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 or 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 Committee relating to their own review. The Department Chair will be reviewed only by the Personnel Committee and on the same basis as other faculty members in the department or division. After review of the materials, the Personnel Committee and the Chair will each recommend that the statement submitted by the faculty member or librarian be either:

(1) Accepted, or
(2) Revised.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 faculty member or librarian) is indicated in order to promote the faculty member's or librarian's continued effective contribution to the departmental, divisional, or programmatic needs of one's college, college division, or the library of the University.

In making either recommendation the Personnel Committee and the Chair may also suggest modifications to the faculty member's or librarian's statement and also will make a recommendation as to the resources required for further professional development of the individual faculty member or librarian especially as relating to the continued effective contribution of the individual to the departmental, divisional, or programmatic needs of the individual's college, college division, or the library of the University.

A decision to recommend developmental support would typically consider such factors as:

(1) whether the individual's past performance and future goals indicate that they are likely to be successful in achieving the goals if they are given the necessary support;

(2) whether the individual's statement involves a substantial change in the nature of the individual's work.

(3) the extent to which the individual's statement represents contributions to departmental, divisional, or programmatic needs of one's college, college division, or the library of the university.

If support for development is recommended, the recommendation will be submitted to the appropriate Dean who will consider the award of professional development funds from a college or library professional development fund established on a per capita basis for each college, college division and the library with funds for this purpose being made available by the Provost. The Dean will be aided in this activity by a three person committee elected from tenured faculty from the relevant college or college division, or, in the case of the University library, the Library Dean will be aided in this activity by a three person committee elected from tenured librarians. If the funds available are inadequate to meet the demands, decisions will be based on a combination of needed and merit so as to ensure that funds are available both to solve problems and stimulate new initiatives, as well as to respond to the most pressing needs.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 librarian's performance which may have been considered in the PMYR process and may be separately considered in a subsequent disciplinary process. Nothing in this policy changes the "just cause" standard set forth in the collective bargaining agreement under which a faculty member or librarian may be considered for dismissal.

If both the Personnel Committee and the Chair recommend "Statement accepted" and the Dean concurs, then no further action will be taken, and the review will be concluded. If the Dean does not concur, the statement along with specific comments from the Dean explaining the lack of concurrence will be returned to the faculty member or librarian, Personnel Committee, and Chair for review and consideration.

If either the Personnel Committee or the Chair recommends "Statement revised," and the Dean concurs, the Personnel Committee and the Chair separately or together as appropriate shall meet with the individual to discuss ways in which the individual might enhance their professional contribution through a revised statement. The intent of the revised statement is to support and encourage effective contributions and professional development relating to individual, departmental, divisional, or programmatic needs. Opportunities to develop professionally may include, but are not limited to, consultation with colleagues to assist in problem areas, a change in department or division assignments to facilitate improvement in teaching, research and scholarship, or service, the design of a sabbatical leave which is crafted to address the identified needs, and referral to the Center for Teaching and Learning, if appropriate.

If a revised statement agreeable to the faculty member or librarian, the Personnel Committee, and the Chair cannot be achieved, the situation will be referred to a five person college level, college division level, or University Library level appeal committee, who tenured members of which are to be nominated and elected by the tenured members of the faculty member's college or college division, or, in the case of librarians, the two tenured members are to be nominated and elected by tenured librarians. An additional two tenured members are to be appointed by the Dean.
In colleges and college divisions where there are multiple departments or divisions the maximum combined number of elected and appointed members of the appeal committee from any one department or division is two. These four members will serve for a staggered period of two years. The fifth member of the appeal committee will be selected by the faculty member or librarian to serve as their representative. The appeal committee, including the faculty member's or librarian's representative, will draft a statement in consultation with the Chair, the Personnel Committee, and the faculty member or librarian. This will be the revised statement when adopted by majority vote of the appeal committee.

The revised statement will address the issues identified, will include a timetable and criteria for a follow-up review to take place in three years, and will be signed by the faculty member, the

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Department Chair, and the Dean. 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 will review these comments and may comment as well. At the end of this three year period, the Personnel Committee, the Chair, and the Dean each will evaluate in writing the extent to which the goals of the revised statement have been achieved. If the parties concur that the goals have been achieved, the recommendation will be that a subsequent PMYR will take place in four years, restoring the seven year cycle. If they do not concur, other possibilities may be discussed. The Dean may determine that no further efforts at faculty development are warranted and may refer the matter to the Provost to determine whether dismissal or disciplinary action should be contemplated, consistent with the requirements of the contractual agreement between the University and the Massachusetts Society of Professors/ Lowell.

ASSESSMENT

Each Dean will prepare an annual report to the Provost on the PMYR process in their college or the University Library. This report, which will be reviewed by the Provost to ensure that the PMYR process is being followed appropriately and consistently across the campus, will include a summary of the number of periodic multi-year reviews conducted and their results and relevant details about all instances in which a revised plan was developed.

Periodically after implementation of PMYR, the parties will jointly evaluate and report to the campus on how the policy is working.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-14

JOINT LABOR/MANAGEMENT COMMITTEE

The parties agree to convene a Joint Labor/Management Committee no later than January 15, 2013 to deliberate, investigate and report out findings and recommendation for funding and implementation of the following:

1. The salary structure of full time faculty and librarians teaching in each University of Massachusetts campuses Division of Continuing Education. The purpose of this committee is to identify potential salary inequities and seek any necessary salary adjustments during the life of this agreement.

2. Support services at all colleges at the University and all copying and duplication services on the North and South campuses.

3. Long Term Care/Assisted Living/Nursing Home insurance.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-15

EXTERNALLY FUNDED RESEARCH FACULTY (RESEARCH PROFESSOR)

The University shall establish a new category of faculty rank entitled Research Professor. It is understood that this position exists as a non-tenure track and shall only be supported by monies from federal agencies, private business/corporations and non-profit foundations that support appropriate University Research.

A Research Professor's annual employment period shall be the same as other full-time faculty. Continued employment depends on satisfactory professional performance per the provisions of Article X and the existence of external funding in an amount that will underwrite the salary of said Research Professor.

The University shall seek to employ a number of Research Professors not to exceed an FTE equal to 10% of the total unit membership not counting this category.

Research Faculty may teach at the undergraduate and/or the graduate level with an instructional workload not to exceed one course per semester. The assignment of this course shall be scheduled in the same manner as all other faculty with the understanding that department approval is necessary. In the event that a full-time member of the department desires to teach a course proposed to be offered to a Research Professor, that tenured full-time member shall have the right of first refusal to teach the proposed course.

A Research Professor shall be attached to a department whose discipline matches that of the Professor. The department shall coordinate all personnel decisions and class assignments. It is understood that a Research Professor shall spend the majority of time working in the several Research Centers. Thus, the appropriate Department Chair and the Head of a Center shall coordinate the working schedule for the Research Professor so as to provide a harmonious relationship between the department and the center. In the event of an impasse in scheduling and other employment issues, the department chair and department's decision shall be binding subject to the provisions of the collective bargaining agreement.

All other provisions of the collective bargaining agreement shall apply to this new faculty position except Article VII, Article XIII, Article XVII, Article XXI, Appendix A-13, and any other provisions that is in conflict with this Appendix.

The parties agree to negotiate and include in the current agreement a memorandum of understanding about the evaluation, promotion and other conditions for research faculty.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-16

GRADUATE COORDINATORS, UNDERGRADUATE COORDINATORS, AND TRANSFER COORDINATORS

1. Responsibilities of the Graduate Coordinator

The MSP and the University recognize that graduate coordinators perform important administrative functions that are in addition to their academic duties of teaching, research and service, and deserve appropriate additional compensation. Working under the supervision of the department chair, the graduate coordinator's responsibilities should include the following:

a. Graduate coordinators should provide leadership throughout the calendar year to the development and implementation strategies for effective recruitment of graduate students.

b. The graduate coordinator should work with the department chair and appropriate faculty committees to establish admissions criteria and coordinate the review of applicants for the graduate programs.

c. Following acceptance by the graduate school, the graduate coordinator should, with the assistance of the appropriate university administrative and support services, inform students of relevant university and academic policies and provide them with access to required facilities and services.

d. With the assistance of the appropriate university administrative and support services, the graduate coordinator should provide graduate students with all reasonable support that will enhance the likelihood of successful completion of the program.

e. Finally, it shall be the responsibility of the graduate coordinator in consultation with the chair of the department to certify that students intending to graduate have met all departmental graduation requirements.

Graduate coordinators will be appointed annually effective July 1, by the dean based upon the recommendation of the department chair.

Compensation for Graduate Coordinators

The parties acknowledge that a goal of $207, 000 annually is necessary to provide adequate compensation for graduate coordinators through stipends and/or course releases. However, given current budget constraints, the University will notify the MSP on or before September 1, 2009 as to the amount of funds it will make available to compensate graduate coordinators for FY 09 and FY 10. On each subsequent September 1, the University will notify the MSP as to the amounts of funds it will make available for this purpose for FY11 and FY12, respectively. Notwithstanding the above, the parties further agree that the University shall expend not less each year than the amount expended for this purpose for AY 2007-2008. The Provost will determine the annual compensation through stipends and/or course releases for each graduate coordinator, after consideration of the "weighted formula" that compares numbers of credit hours, applicants, head count, and graduates among departments, and the

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

recommendations of the chairs and deans."

2. The parties agree that the University will provide a job description/explanation of duties; enumeration of any workload reductions, stipends, and/or additional compensation; and a definition of the job length, both in terms of expected annual contract (9 months or 12 months) and overall terms (year or multi-year position) for the job of Undergraduate Coordinators and Transfer Coordinators. Such descriptions shall be shared with the Department Chair and the candidate prior to filling the position.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-17

ADMINISTRATIVE STANDARDS
FACULTY AND STAFF TUITION DISCOUNTS[1]
(Doc. T96-129)

I. INTRODUCTION.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the *Policy on Tuition Waivers* (T96-129) and codifies and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. *See*, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. *See*, M.G.L. c.150E, § 7(d).

Each campus and the President's Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. DEFINITIONS.

(1) ***Dependent Child*** refers to a child of a University Employee or their Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

(2) ***Continuing Education*** refers to self-supporting, non-state-funded courses and programs as defined by a campus.

(3) ***Deceased University Employee*** refers to a person who died while a University Employee.

(4) ***Part-time*** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time). However, 43-week employees are considered full-time.

---

[1] The *Policy on Tuition Waivers* refers to discounts as "waivers." However, M.G.L. c. 75, § 1B, refers to discounts as "Student Tuition Credits."

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

(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.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.

   b. Part-time. A Part-time Current/Active University Employee is eligible to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.

2. Retired University Employees

   A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one (1) program of study, whether or not such retired University Employee is enrolled in such program of study at the time of retirement.

3. Terminated University Employees

   Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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 of study, provided that the program of study is continuous.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

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]	100%
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]	60%
Spouses and Dependent Children of Deceased University Employees[4]	60%

[1]Part-time University Employees are eligible for up to seven (7) credits per semester.
[2]One (1) program of study.
[3]One (1) program of study; undergraduate only
[4]With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

APPENDIX A-18

PROFESSIONAL LIBRARIANS

The University shall establish a new category of Professional Librarians, which shall be among the Librarians defined in Article I (Definitions), paragraph 7, and Article II (Recognition & Fair Practices), Section A, of the UML/MSP Lowell Collective Bargaining Agreement, comprised of the following rank/titles: Professional Librarian I, Professional Librarian II, and Professional Librarian III. Functional/descriptive titles may also be assigned to the title for more accurate and descriptive purposes. Professional Librarian positions shall be non-tenure track positions created and filled by the university at its discretion and in accordance with the memorandum of agreement executed by the parties on [DATE]. Professional Librarians shall be subject to the terms and conditions of the collective bargaining agreement historically afforded to librarians except as expressly indicated in this Appendix as follows:

Article VII – Criteria for Appointment, Promotion, and Tenure (Professional Librarians are not eligible for tenure)

Standard Requirements for Professional Librarian positions:

A. Professional Librarian I

1. A master's degree in library science, information science, or information studies from an ALA-accredited institution, or international equivalent, by the time of hire, plus;

2. One to three years of experience in an academic or research library; relevant part-time and pre-professional experience will be taken into account when calculating the years of experience; for some positions, relevant experience in public, school, or special libraries or other cultural heritage institutions may be taken into account when calculating the years of experience.

B. Professional Librarian II

1. A master's degree in library science, information science, or information studies from an ALA-accredited institution, or international equivalent, by the time of hire, plus;

2. Six years of successful, full-time professional library experience in an academic or research library with at least two years of such experience at UMass Lowell at the rank of Professional Librarian I; for some positions, relevant experience in public, school, or special libraries or other cultural heritage institutions may be taken into account when calculating the years of experience;

   For individuals hired into the rank of Professional Librarian II from outside the university, the two years of UML experience shall be waived if the candidate has held the rank of Professional Librarian II (or its equivalent) at a prior institution; for candidates that worked at an institution without a rank/promotion structure, the candidate may be considered for appointment to Professional Librarian II with a total of six years of relevant experience; all candidates hired into the rank of Professional Librarian II must be able to demonstrate past career achievements sufficient to justify placement into the rank.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

C. Professional Librarian III

1. A master's degree in library science, information science, or information studies from an ALA-accredited institution, or international equivalent, by the time of hire, plus;

2. Twelve years of successful, full-time professional library experience in an academic or research library with at least eight years of such experience at UMass Lowell at the rank of Librarian I or higher, at least two years of which should be at the Librarian II rank; for some positions, relevant experience in public, school, or special libraries or other cultural heritage institutions may be taken into account when calculating the years of experience; a doctoral degree or second master's degree in a field appropriate to library functions may be substituted for two years of experience at UML.

   Or, for individuals hired into the rank of Librarian II, six years of full-time professional library experience at UML at the rank of Librarian II;

3. A doctoral degree or second master's degree in a field appropriate to library functions may be substituted for two years of experience at UML.

Article VIII - Tenure and Promotion Process (Professional Librarians are not eligible for tenure)

The criteria and process for promotion shall be as follows:

A. Criteria for Promotion

1. Upon achieving the relevant requirements for a higher rank, candidate may meet with Dean of the University Library to determine path toward promotion based upon the candidate's job description and qualifications.

2. Candidate shall prepare a dossier that demonstrates meritorious job performance, including successful performance of duties and responsibilities as indicated by their job descriptions and annual performance evaluations, and additional indicators of professional growth and potential. For promotion to the rank of Librarian II, the dossier should provide evidence of substantial achievement as a Librarian I; for promotion to the rank of Librarian III, the dossier should provide evidence of outstanding achievement as a Librarian II. Indicators of achievement may include:

   a. Continued educational endeavors and specialization of skills
   b. Demonstrable showing of independent action, responsibility, and judgment
   c. Development and advancement of organizational, planning, and management skills
   d. Creativity, innovation, vision, and entrepreneurial endeavors
   e. Influence and impact on library services
   f. Professional activities and contributions to the field of library and information science
   g. Service to the University and/or the Greater Lowell area
   h. Sustained engagement in activities that advance institutional priorities related to access, equity, student success, and community engagement

   The breadth of this structure allows for flexibility and for librarians to develop according to their strengths and interests, while also meeting the duties and responsibilities of the position. It is understood that no single individual will be active in all these areas. The list below gives some examples of the level of achievement expected.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

Some examples of significant achievement might include:

- demonstrating mastery and innovation in the practice of job duties;
- coordination and/or leadership of library and/or campus projects, committees, or working groups;
- consistent membership and participation in professional or cultural organizations;
- presenting at relevant local, regional, and/or national conferences;
- contributing scholarship or service to professional or academic publications;
- earning relevant graduate or professional certificates (beyond minimum requirements for the position) during the promotion period
- through achievement in areas such as those described above, sustained engagement in activities that advance institutional priorities related to access, equity, student success, and community engagement.

Some examples of outstanding achievement might include:

- demonstrating mastery and innovation in the practice of librarianship within the broader field;
- development and leadership of major library and/or campus projects, committees, or working groups;
- chairing or serving in other leadership roles in professional or cultural organizations;
- serving on editorial boards or in other ways helping to lead professional or academic publications;
- demonstrating evidence that presentations and/or publications have impact on the field;
- demonstrating sustained commitment to advanced learning in the professional sphere and/or the development/delivery of professional development curricula and initiatives (i.e., being recognized as an expert in the area) and/or by earning additional relevant graduate degree(s) (beyond minimum requirements for the position) during the promotion period;
- through achievement in areas such as those described above, sustained engagement in activities that advance institutional priorities related to access, equity, student success, and community engagement.

B. Promotion Process

Notice of intent to seek promotion shall be made by the candidate to the Dean of the Library one month prior to the effective promotion date: September 1 for promotion on October 1; and February 1 for promotion on March 1.

The Dean of the Library shall convene a Promotion Committee to include: all librarians who are in the Librarian rank into which the candidate seeks to be promoted or a higher rank, a faculty or staff member selected by the MSP, and a faculty or staff member selected by the University.

1. Professional Librarian candidate may recommend the faculty or staff member for the committee. Final decision rests with MSP.

2. The Dean of the Library may seek recommendations for a faculty or staff member for the committee from the candidate. Final decision rests with the Dean of the Library.

3. For both above recommendations, the Professional Librarian candidate should recommend no more than five (5) faculty and/or staff members.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

C. Review Levels (Schedule dates are provided as a means to efficiently guide the promotional process and shall not be subject to any grievance process should a stated date not be met)

Level 1: The Promotion Committee, structured as above, shall submit a letter reflecting the committee's vote to either support or not support the promotion of the candidate. The letter shall be delivered to the Dean of the Library and to the candidate. Schedule: 3rd Monday in October or 3rd Monday in March respectively.

Level 2: The Dean of the Library shall review the candidate's dossier and the Promotion Committee's letter and shall provide a letter reflecting the Dean's support or non-support of the promotion of the candidate to the Office of the Provost and to the candidate. Schedule: 2nd Monday in November or 2nd Monday in April.

Level 3: Office of the Provost shall review the candidate's dossier and the letters from the Promotion Committee and the Dean of the Library and shall provide a letter reflecting the Provost's decision to the candidate. Schedule: 1st Monday in December or 1st Monday in May.

1. Office of Provost can only recommend promotion if there is at least one positive recommendation at a prior Level.

2. Professional Librarian has opportunity to seek reconsideration of a negative recommendation with the Office of Provost. Such appeal shall state the basis for appeal.

The Professional Librarian candidate will receive a copy of the recommendation letter at each level and shall have the right for rebuttal at each level. Any Professional Librarian rebuttal shall be due no later than 7 days following the receipt of the recommendation. Recommendations shall not be subject to the grievance and arbitration process.

D. Dossier

Dossier should be comprised of:

1. The candidate's CV in format in the MSP contract.
2. Candidate's narrative statement of achievements with regard to their duties and responsibilities and other criteria listed above.
3. Tangible evidence of their achievements, in the form of statements of praise for their work, examples of high-quality deliverables for their job (could include instructional objects, presentations, papers, project examples), or other relevant evidence of their achievement.

Article IX - Evaluation of Faculty and Librarians

Professional Librarians shall be subject to two types of evaluation: (1) an annual performance evaluation issued to similarly situated professional staff within the library (e.g. employees in the professional bargaining unit) and (2) a review when applying for a promotion to a higher rank.

Unless negotiated otherwise under Article XIX, Salary and Other Financial Benefits, Professional librarians must achieve a performance rating of at least "Successful" (or its future equivalent) on their most recent annual performance evaluation to receive negotiated base salary increases.

There are no explicit research or service requirements for a Professional Librarian and therefore, annual evaluations for librarian promotions will not focus on these areas.

Docusign Envelope ID: 3D728009-D10B-4156-ABE6-FB2F9DFF9C78

The librarian evaluated must sign, acknowledging that they have seen the document (signature does not indicate agreement) and such librarian shall be entitled to write a written rebuttal which then must be attached to the evaluation(s) and which shall be reciprocally privileged.

Article XIV - Termination, Dismissal, and Resignation Policies

Professional Librarians are exempt from the entirety of Article XIV, to include the Committee of Inquire process, and shall be subject to the following protocol as it relates to discipline and discharge:

Professional Librarians shall have a one (1) year probationary period during the first year of service at the university. During the first year of service at the university, a Professional Librarian may be disciplined, terminated, or laid off without recourse to arbitration. There shall be no annual reappointment process. After the completion of one year of service, any disciplinary action and termination shall be for just cause and shall have recourse to the grievance process to include arbitration which shall be at the sole discretion of the MSP. Layoffs shall be subject to the applicable process identified under the collective bargaining agreement.

Article XVI - Workload

PART II. The Workload of Librarians

The workload of Professional Librarians shall be based upon the job description of the position.

Article XIX – Salary and Other Financial Benefits

Professional Librarians shall receive the following salary increases upon promotion:

Professional Librarian II	5% salary increase
Professional Librarian III	7% salary increase

Article XXI – Sabbatical

Professional Librarians are not eligible for sabbatical leave.