

Board of Trustees of the
University of Massachusetts
and
Massachusetts Society of Professors Lowell, MTA/NEA

Memorandum of Agreement

This Memorandum of Agreement, dated this 26 day of June, 2018, is entered into on behalf of the Board of Trustees of the University of Massachusetts (“University”) and the Massachusetts Society of Professors, MTA/NEA (“MSP”).

WHEREAS the University and MSP have been parties to a collective bargaining agreement for the period from July 1, 2017 to June 30, 2018; and

WHEREAS the parties have conducted and, on May 22, 2018, concluded their negotiations for a new collective bargaining agreement (the “2018-2020 Agreement”) which term shall commence on July 1, 2018 and expire on June 30, 2020; and

WHEREAS the parties wish hereby to record and give effect to the terms of the agreement reached by the parties on May 22, 2018;

NOW THEREFORE in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree that the terms of the 2018 – 2020 Agreement are as follows:

A. General

1. The provisions of the 2017-2018 Agreement shall be incorporated into the 2018-2020 Agreement except as the former are amended by the following provisions.
2. Changes in dates and nomenclature will be made as necessary to preserve the meaning of the 2017-2018 Agreement. Additional changes may be required in order to reconcile related provisions.
3. Changes to the Agreement are effective upon the dates indicated below. If no date is indicated, the change will take effect on July 1, 2018.

B. Agreements

1. Salary

Article XIX, (Salary and Other Financial Benefits) section A (Salary Adjustments) shall be replaced with the following language:

Over the term of the agreement, the following salary adjustments shall be made:

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1. Fiscal Year 2019:

Subject to the conditions below, effective July 2018, the base salary increase will be two percent (2%).

- (a) Effective the first pay period of July 2018, each bargaining unit member on the payroll July 1, 2018, who meets the eligibility criteria for satisfactory performance, shall receive a base salary increase of one and one-half percent (1.5%).
- (b) In addition to the July 2018 increase above there shall be established a pool equal to one-half percent (0.5%) of the salaries of all unit members on the payroll as of July 1, 2018. All unit members on the payroll as of July 1, 2018 shall be eligible to receive a merit award from the 0.5% pool. The determination of merit pay shall be in accordance with Article XIX, Section C, below. The provisions contained in this subsection shall be suspended during the period July 1, 2018 through June 30, 2019 and will be distributed as part of the base salary increase referenced above.

2. Fiscal Year 2020:

Subject to the conditions below, effective July 2019, the base salary increase will be two percent (2%).

- (a) Effective the first pay period of July 2019, each bargaining unit member on the payroll July 1, 2019, who meets the eligibility criteria for satisfactory performance, shall receive a base salary increase of one and one-half percent (1.5%).
- (b) In addition to the July 2019 increase above there shall be established a pool equal to one-half percent (0.5%) of the salaries of all unit members on the payroll as of July 1, 2019. All unit members on the payroll as of July 1, 2019 shall be eligible to receive a merit award from the 0.5% pool. The determination of merit pay shall be in accordance with Article XIX, Section C, below. The provisions contained in this subsection shall be suspended during the period July 1, 2019 through June 30, 2020 and will be distributed as part of the base salary increase referenced above.

To be eligible for the any salary increase contained above, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either (1) on the payroll during the pay period during which the 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.

Determination of Satisfactory Performance:

The Chair will make a recommendation to the Dean if s/he identifies 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 his or her performance in advance of receiving an unsatisfactory performance determination. 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, s/he 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 Chairperson 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.

Article XIX, Section C (Determination of Merit Pay Award) shall read as follows:

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.

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2. Clinical/Teaching Faculty

1. The titles “Lecturer,” “Senior Lecturer I,” and “Senior Lecturer II” shall be changed to “Assistant Teaching Professor,” “Associate Teaching Professor,” and “Full Teaching Professor.”
2. Increase in the permissible number of Assistant, Associate and full Teaching/Clinical Professors, including:
 - a. Remove reference to finite number, i.e., currently stipulated as 90;
 - b. Tenured and Tenure Track faculty shall not be less than 75 percent of the total number of tenure system faculty plus Teaching/Clinical faculty bargaining unit members.
 - c. 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. Parties agree to identify specific departments for which this cap can increase to 49 percent.
3. 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 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 her/his 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.
4. At least one Associate or Full 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 Full 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.
5. At least one Full Clinical/Teaching Professor 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

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that used when there are insufficient full-time tenured professors in a department.

6. After 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: grandfather incumbent Clinical/Teaching faculty.)
7. During years 3 through 6, all contractually required steps in annual personnel evaluations must be completed according to a timetable that allows for notices of renewal or non-renewal to be sent no later than April 15.

3. Visiting Faculty

Change Article X Section A, first paragraph as follows: (pg. 67)

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.

4. Form 16A

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.

5. Continuing Education

Stipends to be increased by 1.5% effective 7/1/18 and 1.5% effective 7/1/19. Continuing Education Advisory Committee to be convened as soon as possible.

6. **Stipends for work outside academic year**

Increase stipend from \$400/day to \$425/day effective upon ratification.

7. **Department Chairs**

Stipends are inclusive of all work assignments throughout the calendar year.

8. **Tuition**

Maintain current benefit level subject to any system proposals that may result in an increase in benefits.

9. **Parking**

- a. Increase annual parking rate by \$25 at the start of 2018-2019 academic year;
- b. Increase annual parking rate by \$25 at the start of 2019-2020 academic year.

10. **Workload**

Change Article XVI Section I (College Workload Implementation Discussions: "Mini-Bargaining" for Supplemental Workload Guidelines") to the following:

The University-wide bargaining teams, having established broad parameters for all faculty workload, hereby provide that as to properly bargain workload matters within and consistent with those parameters, in any college where either the Dean or the MSP so wish as frequently as once during each contractual period, ***the Provost shall convene the college workload implementation committee***. The Dean, on behalf of the University Administration, and a group of Unit members on behalf of the MSP shall meet as the "College Workload Implementation Committee" for the purpose of negotiating and establishing supplemental College Workload Guidelines in accordance with the procedures and restrictions that follow, which negotiated guidelines shall have contractual force.

1. Membership of Committee

Each College Workload Implementation Committee shall consist of the College Dean (and if the Dean so desires, the Assistant Dean, ***Associate Dean, or Vice Dean***, where applicable) as an "administration team" and a "Unit team" described below. ~~In the Francis College of Engineering, the unit team shall be nine (9) members. In the College of Fine Arts, Humanities & Social Sciences, there shall be two teams: one for Humanities and Fine Arts, and one for Social Sciences. The Humanities and Fine Arts unit team shall be eight (8) members, and the Social Sciences unit team shall be seven (7) members. The Kennedy College of Sciences shall have one unit team with eight (8) members. In the Manning School of Business, the unit team shall be seven (7) members. In the College of Health Sciences, the unit team shall be seven (7)~~



members. ~~In the Graduate School of Education, the unit team shall be three (3) members.~~

The Unit team in the college shall be appointed by the MSP ~~university~~ bargaining team provided however, that the membership of the Unit team shall include all Department Chairs in the college. *So as to provide a committee reflective of the ranks among tenure system and teaching and clinical faculty, the number of additional non-chair MSP representatives may be equal to up to the number of chairs on the committee, of which one may be from outside the college.* ~~(In appropriate situations, the MSP may designate an additional individual as a non-voting ex-officio member.)~~ In the Graduate School *College* of Education, the Chairperson of the Education faculty shall be one of the three Unit members on the Unit team.

4. Development of Guidelines – Change “Academic Vice Chancellor” to “Provost”

Modify paragraph 6, page 86 (Determination of Research Active Status) as follows:

Research active faculty shall be defined to include a faculty member presenting a paper at a national, regional or international conference, submitting a research proposal or preparing a manuscript for publication. *This work should not have been submitted for workload consideration during a prior year, unless it has changed substantively.* The Department Personnel Committee, consisting of tenured faculty and constituted as specified in Article VIII, will determine whether the faculty member qualifies for research active status. The Department Personnel Committee’s assessment of research-active or teaching service focus shall be sent to the Chair and Dean who will review to ensure compliance with above criteria and implement assignment of courses accordingly.

11. Outside Activities Form (Appendix)

Agreement to use new form (attached).

12. Professional Development

Increase the per capita allocation of professional development by \$75,000 divided by the number of unit members.

13. Permissible Extra Compensation

All work exceeding \$5,000 shall be preceded by internal notice.

14. Faculty Service Contribution

Change Article VII B (2) (c)(3) (p. 33-34) to the following:

(3) Service Contributions

~~Professional leadership and achievement~~ *Service to the Profession*, service to the University, and community service:

(a) ~~Professional Leadership and Achievement~~ *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. 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; postdoctoral study in an accredited college or university or in recognized institutes of advanced study;~~

(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.

(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.

15. **Termination, Dismissal, and Resignation Policies** (Article XIV)

- a. Modify article in accordance with May 8th MSP proposal (attached).
- b. Retain current language regarding membership of "Committee of Inquiry"

16. **Dues Deduction** (Article V)

Increase notice requirement to 60 days for withdrawal of dues authorization, subject to applicable laws.

17. **Promotion and Tenure:**

3. Membership of Faculty Personnel Committees

3a. The DPC deliberates as a group and prepares one letter that reflects the committee vote to include majority and minority recommendations (DPC = Level 1). (p. 46)

3a(6). Membership disqualification: An individual is ineligible for membership on a committee if there is conflict of interest such as they are a candidate under review or they have a familial or personal relationship with a candidate under review. (p. 46)

3a(7). The department chairperson 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). (p. 46)

3b. Consists of an elected full professor from each department in the college. 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). (p. 47)

3c. College Dean - Remain as is (Dean = Level 4). (p. 47)

3d. University Rank and Tenure Committee (p. 48)

3d(1). Remove Library representative from the University Rank and Tenure Committee (results in committee of 7, eliminating potential for tie vote) once a new set of promotion criteria and a new promotion process have been negotiated with the MSP and implemented for librarians. The parties recognize that time is of the essence with respect to this provision.

Provost will continue to Chair R&T but will no longer vote.

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

Add – Provost reviews and writes independent letter of recommendation (Provost = Level 6).

B(2)a. Convincing evidence of excellence in research, creative or professional activity and teaching and strength in service such as.... (p. 32)

C(1). The Chancellor may not recommend for tenure any candidate who has not received positive recommendations at least three review levels, or two of the previous levels in the case of unit members from the College of Education. (p. 50)

Librarians:

Committee to develop process and criteria for promotion to full Librarian. The committee will be made up of 6 members, 3 representatives appointed each by the MSP and the University. Committee recommendations on promotion criteria and process to be completed by July 31, 2018.

Additional:

A faculty member may receive a tenure delay for up to two parental leaves. Should a faculty member not wish the tenure delay, he/she has up to a year from their return to campus to opt-out of the delay.

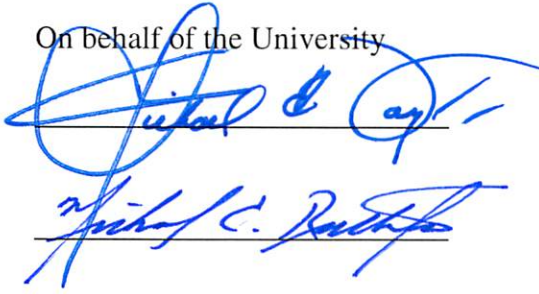
Rank and Tenure Committee Members acknowledge that the promotion and tenure process constitutes a confidential personnel matter and that they have read the tenure files of each candidate for promotion and tenure.

[Signature on the next page: page 11]

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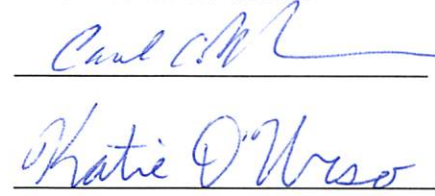
Signed this 26 day of June 2018:

On behalf of the University



Michael C. Rutledge

On behalf of the Union



Katie O'Weso

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 his or her 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 his or her 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

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- 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 his or her capacity.

2. Due Process for Dismissal Hearings

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

- a. Initiation of the Process by Provost or Chancellor (“Initiating Officer”)
The initiation of the process for dismissal shall be by the Provost or Chancellor (“Initiating Officer”), who shall, throughout all stages of this procedure, 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 his or her 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 his or her 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, he or she 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.

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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, the University believes it would be appropriate, the University affirmative action officer shall be an ex officio, non-voting member of the Committee.

The Initiating Officer, in his or her discretion, may appoint an appropriate person who shall advise and counsel it 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

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fees he or she incurs 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 his/her representative and the Initiating Officer shall be allowed to present opening and closing arguments.
- xiv. The burden of proof by clear preponderance of the evidence is on the Initiating Officer.

e. Report of the Standing Committee of Inquiry

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

Within fourteen days after receipt of the written report of the Chair of the Standing Committee, the Chancellor shall, in his or her 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 his or her 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,

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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 his or her professional duties with pay and without prejudice pending completion of the due process procedures, or he may reassign such individual to other professional duties pending completion of due process.

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.

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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 not prohibited but are required to be disclosed and evaluated for any conflicts of interest. **Disclosures are confidential.** For assistance, contact Elaine Major, Director of Institutional Compliance, at 978-934-3452.

1) Printed Name of faculty disclosing activity: _____ Department: _____

2) Describe the financial interest:

3) General Category to Describe Activity:

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

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

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

5) Details about the activity

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

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

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

activity

Other, describe: _____

For activity while off contract, describe briefly: _____

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

Yes or No

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

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

Send completed form to OutsideActivityDisclosures@uml.edu

Review and Approval Section:

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

(Dean, please send back to OutsideActivityDisclosures@uml.edu. OIC will notify faculty of authorization.)

KD
Ollie
HEV