

Agreement

*between*

University of Maine System

*and*

Associated Faculties

*of the*

University of Maine System, MEA/NEA

July 2007 – June 2009

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The Agreement between the University of Maine System and Associated Faculties of the University of Maine System, MEA/NEA, June 2007 – July 2009 can also be found at the University's web site:  
[http://www.maine.edu/system/lr/labor\\_relations.php](http://www.maine.edu/system/lr/labor_relations.php).

## **ARTICLE 1 – RECOGNITION**

The Board of Trustees of the University of Maine System (hereinafter the Board) recognizes the Associated Faculties of the University of Maine System/Maine Education Association/ National Education Association (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine System Labor Relations Act, in the faculty bargaining unit (hereafter unit members). Unit members are University of Maine System employees in titles or positions included in the faculty bargaining unit as a result of the Stipulation in Unit Determination Hearings and Memorandum of Understanding dated March 27, 1978; the Certification by the Maine Labor Relations Board on May 11, 1978; and the Unit Determination Report of the Maine Labor Relations Board dated August 4, 1978, as they are amended by Article 12, Responsibilities of Department, Division or other Appropriate Units and Chairpersons; the Memorandum of Understanding dated September 19, 1982.

## **ARTICLE 2 - ACADEMIC FREEDOM**

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the University. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

Unit members shall be free from any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members shall have freedom in classroom presentation and discussion provided that the presentation and discussion are relevant.

Unit members as citizens are entitled to the rights of citizenship in their roles as citizens. Because of their special status in the community, unit members have a responsibility and an obligation to indicate when expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

The University of Maine System is a public institution of higher education committed to excellence in teaching, research, and public service. Together, the students, faculty, and staff form our state wide University community. The quality of life on and about the member Universities is best served by courteous and dignified interaction between all individuals.

Therefore, the UMS and AFUM each declare the shared expectation that all members of the campus community will work to develop and maintain professional relationships that reflect courtesy and mutual respect.

## **ARTICLE 3 - BOARD ASSOCIATION RELATIONS**

- A. The Board of Trustees (hereafter Board) and the Association agree to maintain the academic character of the University of Maine System (hereafter University) as an institution of higher education.
- B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.
- C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.
- D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine System Labor Relations Act for unit members. In accordance with Board policy, the Association may express its views at meetings of the Board of Trustees.

## ARTICLE 4 - ASSOCIATION RIGHTS

- A. 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
2. One designated grievance chairperson per campus except two (2) at UM, UMA, and USM and, during the term of negotiations, seven (7) designated negotiating team members shall henceforth be granted priority, when necessary, insofar as possible within the campus scheduling procedures, in the selection of times for their assigned teaching schedules and/or other professional responsibilities in order to facilitate the implementation of this Agreement. These Association representatives shall have the responsibility to meet all classes, office hours and other duties and responsibilities. Such representatives shall have the right during times outside of those hours scheduled for such activities to investigate, consult and prepare grievance presentations and attend grievance hearings and meetings or participate in collective bargaining.
3. Upon timely designation by the Association, unit members who are Association representatives shall be granted a total of not more than fifty-eight (58) hours of release time during the period per academic year during the life of the agreement for the purposes of negotiations, grievance handling and implementation of this Agreement. No more than sixteen (16) hours shall be available to unit members from any single campus in any semester. The Association may purchase released time at the applicable overload rate for six (6) additional unit members timely designated for the above described purposes. Such purchased released time shall not exceed a total of eighteen (18) hours per semester, and all released time shall be subject to the above limitations regarding its allocation to campuses.
4. The Association shall inform the University of the names of the individual unit members who are to receive priority scheduling and/or released time far enough in advance so that the scheduling of any semester's classes is not interfered with or otherwise disrupted. Release time notification shall be made no later than May 31 for the following fall semester and no later than October 31 for the following spring semester.
- B. 1. The Association shall be allowed reasonable use of the intra-campus mail system.
2. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Association if available.
3. The University shall allow at no cost to the association the listing of a campus or other designated phone number for the Association in each campus directory. The Association may, at its cost, have a University phone installed on each campus. All operating charges shall be borne by the Association.
4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privilege.
5. The Association shall have access to the use of available campus office equipment at reasonable times.
6. The Association shall receive at no cost three (3) campus parking passes, where utilized, to assure ease of compliance with campus traffic regulations while representatives of the Association are on official business.
7. Within the months of February, April, June, August, October and December of each year and at no cost to the Association, the University shall supply the Association with a standardized MEA electronic data file (see below). Once standardized, no changes will be made to the data file during the life of this Agreement.

Collective Bargaining Unit  
Unique ID  
Employee ID  
First and Last Name  
Health Plan Type  
Address (home)  
Gender  
Birth Date

Original Hire Date  
Title  
Department  
Job Code  
Job Entry Date  
Employment Status  
Regular / Temp  
Time Base (full or part-time)

Education Level	FTE
Step	Union Code
Campus	Campus Address
Salary Base	Wage Grade
Coverage	Benefit Plan
Country	Soft Money
Contract Length	Work Year
Tenure Status	College – where employed
Hourly rate	

8. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.
- C. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees in a timely fashion. At any Board of Trustees meeting where the agenda specifies public discussion with the public regarding matters which are subject to collective bargaining with the Association, the Association shall have the opportunity upon request to express its views in accordance with procedures and conditions for public comment which are adopted by the Board.

### **ARTICLE 5 - MEET AND DISCUSS**

- A. Upon request of either party the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.
- B. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the offices of the Director of Labor Relations and the Association's Higher Education Representative.
- C. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed eight (8) persons. Likewise, the number of University System representatives shall not exceed eight (8). Six (6) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
- D. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed six (6) persons. Likewise, the number of University System representatives shall not exceed six (6). Two (2) meetings per semester per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
- E. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.
- F. Matters of common concern, other than those specified in paragraph A, may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

### **ARTICLE 6 - PERSONNEL FILE, DATA AND PRIVACY**

- A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate materials relating to the unit member's employment.
- B. Unit members shall be sent a copy of all material placed in the file at the same time it is placed in the file. Beginning June 1, 1995, any material or correspondence addressed to a unit member which is to be placed in the

file shall be marked cc: Personnel File. Any material or correspondence not addressed to a unit member which is to be placed in the file shall be sent to the unit member with a notation that such material has been placed in the personnel file. These provisions shall not apply to routine forms, such as Personnel Action Forms, Tuition Waiver Requests, etc. Anonymous, unattributed or inappropriate material shall not be placed in the file. A unit member shall have the right to submit to the file custodian a timely written response to any material placed in the personnel file. This timely written response shall then be filed and attached to the appropriate file material.

- C. Unit members shall have the right to examine their file in the presence of the file's custodian, that individual's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept. Upon written request and the payment of five (5) cents per page of copying, a unit member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.
- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including: biographical data, information on teaching, research, publications, and University and public service.
- E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal. For unit members who have a tenured appointment or continuing contract, or who hold the rank of Lecturer and have completed at least six (6) years of service, written reprimands or other formal disciplinary action shall be removed from the unit member's personnel file after three (3) years provided that the unit member has received no additional written reprimands or other formal disciplinary actions.
- F. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific personnel action.
- G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.
- H. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.
- I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.
- J. Unit members will be made aware by the University of any University electronic monitoring of their work space. The University shall have the responsibility to inform unit members of the electronic monitoring process used.
- K. A unit member will have access to all personal data collected for disciplinary purposes, and shall have the right to dispute any of the data. Any unit member may submit a timely written response pertaining to any data that the unit member believes to be inappropriate.
- L. The personal files; including electronic files, maintained by the individual unit member in an office provided by the University will be considered to be the private property of the unit member; and only individuals specifically designated by the unit member shall be allowed access to such files.

## **ARTICLE 7 – APPOINTMENT, REAPPOINTMENT AND NON-REAPPOINTMENT, AND CONTRACT STATUS**

### **A. Initial Appointments**

- 1. In filling a University-approved vacancy within a department, division or other appropriate unit, which under the University of Maine System Labor Relations Act would result in bargaining unit status, appropriate candidate(s) chosen from all applicants who meet the established criteria shall be recommended by the department, division or other appropriate unit except that where more than one department, division or other appropriate unit has a legitimate academic interest, a combined committee from the affected departments,

divisions or other appropriate units shall make these recommendations. The criteria shall be established in the traditional manner. The recommendation shall be made in compliance with applicable "equal opportunity" and/or "affirmative action" laws, policies and/or procedures.

2. Unit members have a legitimate concern in the selection, retention, and performance of faculty teaching credit bearing courses. To that end, full-time faculty in the department, division, or other appropriate unit shall participate in the selection of teaching faculty, including part-time faculty teaching credit bearing courses in accordance with campus governance procedures.
3. The department, division or other appropriate unit faculty shall submit their recommendation to the chairperson. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final and non-grievable. Prior to rejecting any department, division or other appropriate unit recommendation the chief administrative officer or his/her designee(s) will meet with the faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
4. In the event that time constraints do not permit adherence to the above described procedures, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
5. Joint Appointments
  - a. Faculty may receive an appointment with funding and / or responsibilities in more than one department, division or other appropriate unit. Such appointments shall be called Joint Appointments.
  - b. Faculty holding joint appointments shall, for the purpose of reappointment, tenure and promotion be reviewed by a single peer committee.
  - c. The composition of the peer committee for the unit member in a joint appointment shall reflect the proportion of responsibilities assigned to the unit member in each department, division, or other appropriate unit.
  - d. For the purpose of reappointment, promotion and tenure, there shall be a single recommendation from the peer committee. A single set of evaluation criteria and procedures shall be employed.
  - e. The letter of appointment may also specify the mix of workload activities, teaching, research and service that may be performed. The total full-time workload of faculty holding joint appointments shall be comparable to that of a faculty member holding a single appointment.
  - f. Guidelines shall be developed concerning joint appointments and composition of peer committees and provided to the chief academic officer at each university.

#### B. Probationary Period

The probationary period is an opportunity for the University to evaluate new unit members.

A probationary unit member shall be entitled to the following:

1. Annual evaluation based upon departmental criteria as described in Article 10, Evaluations: Such evaluation criteria shall be the primary criteria for any recommendations concerning reappointment during the probationary period.
2. A frank appraisal by the chief administrative officer or his or her designee of consideration beyond the control of the department, division or other appropriate unit or of the unit member, which might make reappointment unlikely despite fulfillment of the primary criteria.
3. Credit granted at the time of appointment towards the completion of the probationary period may be used at the discretion of the faculty member. The faculty member electing to use the credit granted shall make a one time application for the award of tenure and there shall be only one tenure decision.

### C. Procedure Regarding Reappointment and Non-Reappointment

1. Faculty members, except those appointed with fixed length appointments, shall automatically be considered for reappointment unless they indicate in writing to the department chairperson or director their intent to resign at the end of the current appointment.
2. The department chairperson or director shall inform the appropriate peer committee that a faculty member is eligible for consideration for reappointment. Said committees shall be designated by the full-time faculty of the department, division or other appropriate unit and instructed by the University as to their responsibilities at least four weeks prior to the date for submission of the committee's recommendation in the case of first and second year faculty members and at least six (6) weeks prior to the date for submission of the committee's recommendation in the case of faculty members beyond their second year of service. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University. No person to whom a peer committee makes a recommendation shall be a voting member of that peer committee nor shall any person serving on a regular, interim or acting basis in the following capacity: Assistant Dean, Associate Dean, Dean, Assistant Provost, Associate Provost, Provost, Assistant Vice President, Associate Vice President, members of the classified staff and / or students, or Vice President. The functions of administrators attending peer committee meetings shall be to serve as a resource to the committee and/or to acquire discipline based knowledge. Administrators serving as a resource to the committee shall not have voting rights within the peer committee.
3. In its consideration of the faculty member for reappointment, the peer committee shall:
  - a. have access to the faculty member's personnel file, as provided in Article 6, Personnel File; and
  - b. provide the faculty member with an opportunity to meet with and address the committee.
  - c. All reports of the peer committee, both majority and minority (if any) must be signed by all of the members participating in the report. The names of all peer committee members must be listed and any abstentions noted.
4. The peer committee shall then forward its written recommendation regarding reappointment to the faculty member and department chairperson or director at least two (2) months prior to that date for notice of non-reappointment which is appropriate to the faculty member's length of service, as described in Section D of this Article, except that in the case of faculty members in the first year of service, the peer committee shall forward its recommendations by no later than January 15. Within one (1) week of the receipt of the recommendation by the chairperson or director, the faculty member may prepare a written response to the recommendation. The response, if any, will go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:
  - a. in extraordinary circumstances;
  - b. to correct factual errors in the material submitted;
  - c. to receive outside evaluations solicited during the review process which are received prior to the decision by the chief administrative officer.

In the event of such additional materials, the reappointment consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved. In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.
  - d. as provided for in paragraph 5 below.
5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief

Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.

6. The decision as to whether the faculty member shall be reappointed shall rest with the chief administrative officer. The chief administrative officer shall inform the faculty member of his or her decision and shall promptly supply written reasons upon the request of the faculty member.

#### D. Notice of Reappointment or Non-Reappointment

Unit members with probationary appointments shall receive written notice of reappointment or non-reappointment on the following schedule:

1. Not later than March 31 of the first academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. Not later than January 15 of the second academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
3. Not later than June 30 of the year prior to the expiration of an appointment after two (2) or more years of University service in a probationary appointment, or if such an appointment terminates during an academic year a minimum of one (1) year.
4. Unit members holding appointments as Lecturers shall receive notice of non reappointment not later than March 31.
5. A chart depicting the notification dates is contained in Appendix H.

#### E. Information to be provided to unit members

A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent, showing the current terms of appointment contained in the payroll-personnel system at the time of appointment and as changes occur therein. The unit member shall also be promptly supplied with current information regarding:

1. A concise statement including general expectations for the unit member in the areas of teaching, research and public and University service consistent with Article 11, Workload;
2. Any special terms and conditions of employment;
3. The existing evaluation criteria and procedures applicable to the department, division or other appropriate unit;
4. The promotion, reappointment, tenure and continuing contract criteria and procedures applicable to the department, division or other appropriate unit;
5. Any department, division or other appropriate unit, college or campus mission statements; and
6. A copy of this Agreement.

#### F. Contract Status

1. Unit members shall be placed in one of the following categories:
  - a. "Probationary Appointment" shall mean an appointment without tenure or continuing contract. A faculty member having a probationary appointment shall be reappointed or non-reappointed as provided for in this Article. Unit members who hold probationary appointments are eligible for tenure or continuing contract status.

Probationary appointees may be removed subject to the provisions of Article 16, Retrenchment and/or Article 15, Termination; or they may leave employment by resignation or retirement.
  - b. "Tenured Appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 15, Termination, or Article 16, Retrenchment; or by resignation or retirement.

- c. "Continuing Contract" shall mean the right of a unit member to continued employment without removal except as provided for in Article 15, Termination, or Article 16, Retrenchment; or by resignation or retirement.
- d. "Soft-Money" appointments shall mean appointments which are the result of external funding from agencies, institutes or organizations over which the University has no financial control and which are so identified at the time of appointment. Unit members who hold a soft-money appointment may be eligible for tenure or continuing contract status. A unit member with tenure or continuing contract will not be considered to hold a soft-money appointment if the unit member's salary is temporarily funded by soft money.

A unit member who holds a "soft-money" appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding. The University may assume funding to retain a unit member in a soft-money position for an interim period of time not to exceed one (1) year. In this case the appointment will continue to be designated a soft-money appointment.

- e. Appointment in the category of "Lecturer" shall be in accordance with the provisions of Article 8, Section F of this Agreement.
- f. "Fixed Length Appointments" shall be appointments for a specified duration and shall not ordinarily exceed three (3) years. Fixed-length appointments may be used in situations such as: approved leaves, replacement of unit members serving in administrative positions, position vacancies, experimental programs, or unanticipated enrollments. Fixed length appointments beyond three (3) years shall be with mutual agreement of the parties. A unit member who holds a fixed length appointment shall not be eligible for tenure or continuing contract status. A fixed length appointment will be given to any person who is not eligible for appointment in any of the preceding categories, who is appointed in a unit title on a full time basis for a single period of more than six (6) consecutive months, or in the case of a renewal of a prior full time appointment in a unit title at the same campus of less than six (6) months, where the total period of continuous full time service in the unit title will exceed six (6) months. Fixed length appointments will not be utilized to circumvent those provisions of Article 9 of this Agreement pertaining to consideration for tenure or continuing contract. Time spent at the University of Maine System in a fixed length appointment may be credited toward a required probationary period by mutual agreement. Other terms and conditions of employment shall be established by mutual agreement at the time of appointment to any subsequent position. The Association shall be provided with a list of unit members with fixed length appointments upon execution of this Agreement and shall be promptly notified of all renewals of fixed length appointments.

## 2. Explanatory Provisions:

- a. Length of Probationary Period:
  - (i) For those unit members eligible for tenure, the total period of full-time service prior to consideration for tenure will not exceed six (6) years. Probationary Faculty Members who have been approved for a probationary period extension as described in Article 9.B.3 will have the length of their probationary period adjusted accordingly.
  - (ii) For those unit members eligible for continuing contract status, the total period of full-time service with CE rank prior to consideration for continuing contract status will not exceed six (6) years.
  - (iii) For purposes of defining University service relative to sections D and F.2.a of this Article, any person hereinafter initially employed subsequent to November 30 of any academic or fiscal year, except as provided in Article 11, Section A.2, shall not receive service credit for that academic or fiscal year unless mutually agreed upon in writing at the time of the initial probationary appointment.
- b. Assignment of Contract Status:
  - (i) "Continuing Contract" as referred to in this Agreement shall be reserved for unit members employed by the University of Maine Cooperative Extension.

- (ii) All non-CE unit members who presently hold a continuing contract with the academic rank of Instructor or higher shall be treated for purposes of this Agreement in the same manner as unit members holding tenure.
  - c. Unit members who hold a 'soft-money' appointment shall have priority consideration in any probationary openings in their department, division or other appropriate unit, for which they are qualified, provided however, that Equal Employment Opportunity and/or Affirmative Action procedures and/or policies appropriate and applicable to the probationary opening were followed by the department, division or other appropriate unit at the time of initial "soft-money" appointment. Time spent at the University of Maine System in a "soft-money" appointment may be credited toward the required probationary period.
- G. Unit members who intend to resign or retire must provide written notice to the University no less than ninety (90) days prior to the date of resignation or retirement.

## **ARTICLE 8 - ACADEMIC RANKS**

- A. There shall be the following academic ranks: 1. Lecturer, 2. Instructor, 3. Assistant Professor, 4. Associate Professor, 5. Professor.
- B. There shall be the following extension ranks: 1. Extension Instructor, 2. Assistant Extension Professor, 3. Associate Extension Professor, 4. Extension Professor.
- C. There shall be the following research ranks: 1. Assistant Research Professor, 2. Associate Research Professor, 3. Research Professor.
- D. Unit members shall hold the ranks listed in Sections A through C of this Article except for those unit members who prior to January 1, 1985 did not hold such ranks. The criteria for and the utilization of academic ranks, extension ranks, and research ranks shall be in conformity with existing Board of Trustees policy except as otherwise modified by or changed in accordance with this Agreement.
  - 1. Persons holding special or research academic ranks shall not be eligible for tenure. Service in a special or research academic rank shall not count toward fulfillment of the probationary period for tenure, unless mutually agreed upon at the time of appointment to a probationary rank.
  - 2. After six (6) years of service, non-reappointment of a unit member holding a "special" or "research" academic rank shall be for just cause. These positions may be discontinued for lack of funding.
  - 3. Article 11, Section A and B of the collective bargaining agreement shall not be applicable to unit members holding "research" academic ranks. The work year for such unit members shall be a period specified by the University which shall not be changed arbitrarily.
- E. Unit members with "soft-money" appointments shall hold academic, extension or research ranks in conformity with Article 7, Section F.1.d, Appointment, Reappointment and Non-Reappointment and Contract Status.
- F. Use of the rank "Lecturer" shall be governed as follows:
  - 1. Service in the rank of Lecturer shall not count toward fulfilling the probationary period for tenure.
  - 2. Lecturers shall be appointed initially for a period not to exceed two years.
  - 3. Lecturers may be reappointed for periods not to exceed four (4) years.
  - 4. Unit members who are appointed consistent with the terms of this section may at the option of the University be given the rank of Instructor.
  - 5. After six (6) years of service, non-reappointment shall be for just cause.
  - 6. In the case of unit members who are coaches or otherwise involved in inter-collegiate athletics, any violation of policies or regulations governing or associated with inter-collegiate athletics may constitute just cause for termination.
  - 7. Procedure regarding reappointment and non-reappointment of unit members who are Lecturers shall be consistent with Article 7.C of this Agreement.

8. Unit members who hold ranks above the Instructor level shall not be redesignated Lecturer or Instructor under this section.
  9. Persons appointed as Instructors shall be designated as either tenure track or non-tenure track at the time of appointment.
  10. The parties agree to establish a joint committee to study the issues related to the use and application of the titles "Lecturer" and "Instructor" and how this impacts upon incumbent faculty. There shall be three (3) representatives of the Association and three (3) representatives of the University. The parties shall issue their report no later than May, 15.
- G. Nothing in this Agreement shall be construed as conferring tenure status on any unit member.

## **ARTICLE 9 – PROMOTION AND TENURE AND CONTINUING CONTRACT PROCEDURES**

- A. Promotion, tenure and continuing contract recommendations by the faculty of the department, division or other appropriate unit shall be in accord with the criteria established in Article 10, Evaluations, and consistent with the applicable sections of Article 8, Academic Ranks.
- B.
1. Unit members shall be considered for tenure or continuing contract in their sixth year of service unless they indicate in writing to the chairperson, dean or director their intent to resign at the end of their current appointment.
  2. Unit members who wish to be considered for tenure or promotion shall submit requests in writing to the chairperson, dean or director as early as possible but by no later than September 15.
  3.
    - a. In instances of child birth, child rearing, or adoption, a probationary Faculty Member may, by written notification to the appropriate administrator, initiate a one (1) year extension of the probationary period. Such notification shall be submitted to the appropriate administrator and the Faculty Member's peer committee on or before the first day of the academic year in which the extension will apply. The academic administrator shall acknowledge receipt of the notification in writing.
    - b. In instances involving other exceptional life circumstances, a probationary faculty member may request a one-year extension of the probationary period. Such requests will be submitted in writing to the appropriate academic administrator on or before the first day of the academic year for which the request is being made. The academic administrator will review the request and notify the faculty member in writing of approval or denial no later than September 15 of the academic year in which the request is received. A copy of the Faculty Member's notification of any approved extension will be sent to the Faculty Member's peer committee.
    - c. The probationary Faculty Member may initiate an extension of the probationary period for a full year even if he/she has not taken a leave of absence. The probationary period may be extended more than once during the probationary period. The total of all extensions under 3.a and 3.b may not exceed two (2) years.
    - d. During probationary periods of employment, the reappointment provisions in Article 7 shall apply.
- C.
1. The department, division or other appropriate unit chairperson, or director or dean shall inform the appropriate peer committee that a unit member has applied or is eligible for consideration for tenure, continuing contract or promotion. Said committees shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities by September 25. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University.
  2. Each University, in accordance to its appropriate governance procedures, shall provide a written description of persons who are eligible to serve on a peer review committee and the procedures whereby members of peer committees are appointed. This report shall be submitted no later than June 30, 2003.
  3. In its consideration of the unit member for tenure, continuing contract or promotion, the peer committee shall:
    - a. have access to the unit member's personnel file, as provided in Article 6, Personnel File,  
and
    - b. provide the unit member with an opportunity to meet with and address the committee.

4. The peer committee shall forward its recommendation regarding tenure, continuing contract or promotion to the department, division or other appropriate unit chairperson or director or dean and the unit member by no later than November 10. Peer recommendations both majority and minority (if any) must be signed by all of the peer committee members participating in the recommendation. The names of all peer committee members must be listed and a tally of the vote including any abstentions must be recorded.
5. Within one week of receipt of the peer recommendation by the chairperson, director or dean, the unit member may prepare a written response to the recommendation. The response, if any, shall go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:
  - a. in extraordinary circumstances;
  - b. to correct factual errors in the material submitted;
  - c. to receive outside evaluations solicited during the review process which are received prior to the decision or recommendation by the chief administrative officer. In the event of receipt of such additional materials, the promotion, tenure or continuing contract consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved.  
  
In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article and/or Article 7. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.
- d. As provided for in paragraph 6 below.
6. Such committees and administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the promotion of and/or granting of tenure or continuing contract to the unit member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer or Board of Trustees. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
7. The chief administrative officer shall inform the unit member of his/her decision or recommendation when it is transmitted and no later than February 28.
8. The decision as to whether to promote or grant tenure or continuing contract to a unit member shall rest with the Board of Trustees, or where designated, the chief administrative officer.

## **ARTICLE 10 – EVALUATIONS**

### **A. Statement of Purpose:**

The evaluation of professional activities in a public institution of higher education is essential to the improvement of professional performance and to provide the basis for personnel recommendations by the department, division or other appropriate unit.

### **B. Procedure for the Development of Evaluation Criteria:**

1. Recognizing that the mission of the University is teaching, research and public service, each department, division or other appropriate unit shall in developing evaluation criteria include (but not be limited to) the following as appropriate, which are listed in alphabetical order:
  - a. Course and curricular development
  - b. Creative works in discipline
  - c. Departmental, college, campus and University assignments and service
  - d. Instruction
  - e. Professional activities

- f. Public service in discipline
  - g. Publications and papers
  - h. Research
  - i. Scholarly writing
  - j. Student advising.
2. The parties agree that student input is essential in the improvement of instruction and shall be considered during evaluation. Further, student input is a meaningful part of evaluation. Consequently, unit members shall conduct student evaluations in each class taught. A department, division or other appropriate unit may develop or revise a standard student evaluation form and procedure. Student evaluation forms and procedures shall be developed, revised and approved in accordance with paragraph B.3 of this Article. Student evaluations shall be part of a unit member's personnel file as follows:
- a. Student evaluation forms which contain a series of questions each of which is confined to a limited aspect of the unit member's teaching performance shall be included in the personnel file whether such forms include a rating scale consisting of a discrete number of points such as a numerical scale, or require a series of short narrative answers. When a summary of such student evaluations is prepared by the University, the summary may be placed in the personnel file in lieu of the individual evaluation forms provided the unit member has been given an opportunity to verify the summary. Such student evaluations or summaries, if unsigned, shall not constitute anonymous materials under Article 6, Personnel File.
  - b. Student evaluation forms which consist of a broad solicitation, without limit or direction, to evaluate the unit member's teaching performance, including such portions of student evaluation forms otherwise described in subparagraph a. above, shall be placed in the personnel file when signed by the student who has conducted the evaluation.
  - c. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form may be included in the personnel file if signed by the student and, by mutual consent, may be included even if unsigned.
  - d. Student evaluations shall not be made available to unit members until final grades for the course evaluated are received by the registrar. The results shall be made available to the unit member as soon as they are obtained by the department or division.
  - e. The University shall make available to unit members as promptly as possible the student evaluation forms or summaries, as appropriate, provided the conditions specified in sub-paragraph d. above have also been met. Consideration of the reappointment of a unit member shall not be withheld or prejudiced by administrative delay in the secure return of student evaluation forms or summaries.
3. For the purpose of evaluating peers, the full-time faculty of each department, division or other appropriate unit shall develop evaluation criteria, select members, and designate appropriate peer review committee structures. A full-time faculty member shall have a peer review committee made up of full-time faculty.
- a. Each department, division or other appropriate unit shall submit their evaluation forms, procedures and criteria to the department, division or other appropriate unit chairperson or director for transmittal to the chief administrative officer or his/her designee at least 45 days prior to May 1<sup>st</sup> of any given academic year. Recommended criteria for promotion to the rank of full professor shall contain information on when the revised criteria would apply to candidates for promotion to the rank of full professor. In no case shall a candidate for promotion to full professor have less than two years notice of a change in the criteria.
  - b. The chief administrative officer or his/her designee shall respond in writing (within 45 calendar days) to the department, division or other appropriate unit stating his/her approval or rejection of the relevant criteria.
  - c. If the chief administrative officer or his/her designee approves the evaluation criteria, he/she will see that it is duplicated and distributed to appropriate unit members and shall forward a copy to the Association president or his/her designee.
  - d. If the chief administrative officer or his/her designee rejects the evaluation criteria he/she shall submit in writing his/her specific objections and his/her recommendations to the department, division or other appropriate unit. The chief administrative officer or his/her designee shall then meet with the department,

division or other appropriate unit to resolve the issues. If within twenty-one (21) calendar days the issues have not been resolved to the mutual satisfaction of both parties, they will be submitted to a panel consisting of three (3) unit members elected by the department, division or other appropriate unit and three (3) administrators appointed by the chief administrative officer or his/her designee. The findings of a majority of the panel shall be binding on both parties.

- e. The evaluation criteria so developed shall be the sole criteria relating to professional performance used in personnel recommendations except as otherwise provided in this Agreement. The parties acknowledge that individuals evaluating performance in accordance with said criteria may differ in their conclusions based on academic judgment. Where institutional circumstances may prevent reappointment, promotion or tenure the requirements of Articles 7.B.2 and 17 shall be observed. Evaluation criteria and student evaluation forms and procedures which are approved pursuant to this Article shall remain in force until such time as revisions have been developed and approved pursuant to this Article. Approved revisions shall be effective as of the commencement of the next academic or fiscal year. Review of the evaluation criteria, forms and procedures by the department, division or other appropriate unit and submission for approval in accordance with the procedures described in this Article shall occur whenever such review is considered appropriate by the department, division or other appropriate unit or the chief administrative officer or his/her designee.
- f. For unit members who are serving in probationary appointments at the time the standards and criteria for tenure are changed pursuant to 10A-E above the following shall apply:
  - 1. Individuals in the third year of probationary service may elect to be reviewed either under the newly established standards or those standards in place at the date of their initial appointment as a probationary faculty member.
  - 2. Individuals serving in the fourth year of probationary service and above shall be evaluated for tenure based upon the standards and criteria in place at the time of their initial probationary appointment.
  - 3. Individuals serving in the first or second year of probation shall be evaluated under the newly established standards for tenure.
- g. Effective with the 2007-2008 academic year, to avoid confusion and misunderstanding, the standards and criteria for tenure to be employed during any review shall be stapled to the candidate's dossier and become part of the overall evaluation packet that moves through subsequent levels of review.

#### C. Evaluation Procedure:

- 1. Each department, division or other appropriate unit shall conduct annual evaluations of each unit member except: a) those unit members whose service will cease at the end of the current academic or fiscal year need not be evaluated; and b) any unit member having the rank of Professor with tenure and any unit member having the rank of Extension Educator with continuing contract shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. Any unit member having the rank of Associate Professor with tenure, any unit member having the rank of Associate Extension Educator with continuing contract and any Lecturer or Instructor with over six (6) years of continuous service in the same department, division or other appropriate unit shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. c) Evaluations shall be scheduled to insure that promotion, tenure, continuing contract status, and reappointment schedules and/or deadlines will be met. At the written request of an appropriate administrator the peer committee shall determine whether to conduct peer evaluations on a more frequent basis than provided for above. Under normal circumstances a faculty member will be evaluated only once during an academic year. In the event a second evaluation takes place within the same academic year, the faculty member may add items to their previous documentation.
- 2. The peer committee may request from the unit member supporting documents, or other information pertaining to the assignments of the unit member.

3. Upon request of the unit member, the chairman of the peer committee or the appropriate peer committee of each department, division or other appropriate unit, shall meet with each individual unit member being evaluated for frank discussions of that person's professional performance.
4. The peer committee shall prepare a written evaluation. For one (1) week prior to placing the evaluation in the unit member's official personnel file, the unit member shall have the opportunity to supply written comments which if provided will be attached to the peer committee's evaluation. All evaluation reports of the peer committee, both majority and minority (if any) must be signed by all of the members of the committee. The names of all peer committee members must be listed and any abstentions noted.
5. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.
6. Peer and administrative reviews of electronic classes, discussions, and files shall follow department, or unit protocols established for evaluating instruction. Archived materials may not be used for evaluating instruction except in accordance with established department, division, or unit procedures, or with the faculty member's consent. Archived material is information on course content that has been stored beyond the duration of the course.

D. Evaluation of Part-time Faculty:

1. Unit members will evaluate the qualifications and credentials of new part time faculty upon hire. If this evaluation cannot be completed before the hire it must be done by the end of the part-time faculty member's first semester of employment.
2. Unit members will evaluate part time faculty within appropriate discipline areas.

E. A joint AFUM / UMS sub committee shall be established dedicated to taking a comprehensive look at the current student evaluation instruments and their use within UMS. Until such time as any recommendations made by this committee are accepted by the parties, the current student evaluation system shall remain in place. The committee shall be composed of four (4) representatives from AFUM and four (4) representatives from UMS.

The committee's recommendations shall be due one (1) year from the execution date of this Agreement.

F. A joint committee shall be formed to review issues concerning faculty not found satisfactory in Post Tenure Review.

## **ARTICLE 11 - WORKLOAD**

- A. 1. The work year for unit members on fiscal year appointments, except for such unit members in the Department of Physical Education and Athletics at the University of Maine, shall be from July 1 through June 30 inclusive of annual leave and holidays as provided in Article 18, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.
2. The work year for unit members on fiscal year appointments in the Department of Physical Education and Athletics at the University of Maine shall be twelve (12) consecutive months inclusive of annual leave and holidays as provided in Article 18, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.
- B. The work year for unit members on academic year appointments shall be from September 1 through May 31. An exception to this may be made in the form of a letter of agreement for any year in which the academic year starts on the first or second day of the month of September. The work year shall include a teaching workload of two semesters and other professional and University activities and responsibilities.

Student orientations are especially important university activities that are best accomplished with faculty participation. Because student orientations are crucial to attracting and retaining students, and because orientations necessarily occur before September 1, faculty are urged to plan on participating voluntarily in this important university activity.

- C. 1. The workload of unit members shall consist of teaching, research, University, and public service. The mix of teaching, research, University, and public service responsibilities varies among campuses, colleges, divisions, departments, and unit members.

2. The major basis for determining the composition of a unit member's workload shall be department, division or other appropriate unit responsibilities and needs, college needs, individual competencies and the past workload of an individual unit member.
  3. There shall be no unreasonable change in practices relating to the scheduling of class times during the term of this Agreement.
  4.
    - a. Individual workload assignments including ITV/distance shall be made by the department, division or other appropriate unit chairperson or director in consultation with the individual unit member and the department, division or other appropriate unit subject to the approval of the chief administrative officer or his or her designee and shall be reasonable. There shall be no unreasonable increase or decrease in an individual's total workload during the term of this Agreement.
    - b. If part of a unit member's normal teaching workload is canceled, every attempt shall be made to assign the unit member to another course he or she is prepared to teach.
    - c. If team teaching is approved by a Dean/appropriate academic administrator, the unit members and appropriate academic administrator will meet prior to the commencement of the course to resolve pay issues on a case by case basis, and/or to adjust unit members' workloads.
  5. Unit members will not normally be required to teach at an outreach center without their consent. Consideration in assignments to outreach programs shall include such factors as terms contained in letters of appointment, academic program needs and financial considerations. The University shall exercise reasonable effort to assure equitable distribution of outreach assignments.
  6. Class assignments for unit members teaching at more than one (1) geographic location shall be scheduled in such a way as to allow adequate travel time between classes.
  7. Unit members on academic year appointments who are granted released time from any portion of their regular teaching workload will be eligible for overload offerings only with the approval of the chief academic officer or that person's designee.
- D. Unit members shall be entitled to at least ten (10) hours off time between the completion of assigned work on one day and the commencement of assigned work on the subsequent day. If a unit member's assigned work goes beyond ten p.m., the unit member shall not be required to perform assigned work earlier than ten a.m. the following day.
- E. Upon reasonable request, the University shall supply necessary data regarding unit members' workloads to the Association for use in such studies of workload which the Association may conduct.

## **ARTICLE 12 - DISTANCE EDUCATION**

- A. Unit members will not be required to teach in ITV programs except when consistent with terms contained in letters of appointment. Videotapes of ITV program offerings shall conform to use policies established by the unit member and shall not be routinely kept by the University except for examination review, for make-up of student absences or for the unit member's self-study purposes. Videotapes shall not be used for evaluation purposes except where permitted by department or division evaluation procedure. Scheduling of ITV obligations shall conform with the other provisions of this Article. The University agrees not to retransmit by electronic means the work product of a unit member without the written consent of the unit member or his/her authorized representative and with any additional compensation as determined by mutual agreement. The use of videotapes as an ADA accommodation will be determined by the campus ADA officer in consultation with the faculty member.
- B. Compensation for distance education courses identified in Appendix F as Regular ITFS, Enhanced ITFS and TV Plus shall use the following formula for a three credit course:

For courses with fewer than 20 students	3 credits
For courses with at least 20 but fewer than 30 students	4 credits
For courses with at least 30 but fewer than 40 students	5 credits
For courses with at least 40 but fewer than 50 students	6 credits
For courses with 50 or more students	6 credits + faculty assistance

The credit hours are minimum rates for compensation which do not preclude additional payment for courses which are deemed writing intensive or for innovative work which benefits the campus and/or the System. The credit hours shall be determined by the enrollment at the start of the third full week of classes. This schedule becomes effective when the enrollment at receiving sites exceeds 5 students.

- C. The minimum preparation fee for a new course shall not be less than \$500. This minimum does not preclude a higher preparation fee where deemed appropriate. Major revision preparation fees shall be determined after evaluation of the written application.
- D. The University and the Association shall establish a Joint Distance Education / Academic Computing Committee of four representatives from each party which shall meet at least once per semester to discuss unresolved and emergent issues relative to distance education, including working conditions, compensation for web-based course offerings, and academic computing.

### **ARTICLE 13 - RESPONSIBILITIES OF DEPARTMENT, DIVISION OR OTHER APPROPRIATE UNITS AND CHAIRPERSONS**

- A. The parties recognize that chairpersons have both administrative and collegial functions and that unit members have legitimate concern in the selection, retention and performance of individuals serving as chairpersons.
- B. Chairpersons at the following campuses shall be unit members: UMFK, UMM, USM.
- C. Chairpersons at the following campuses shall not be unit members: UMA, UM, UMPI, UMF.

The nomination and selection of non-unit chairpersons shall be in accordance with current governance policy in effect at the appropriate campus. Governance policies which are in effect at the time of execution of this Agreement are attached (Appendix D). Although revisions to such policies may occur during the term of this Agreement in accordance with appropriate governance procedures, such revisions shall recognize the legitimate concerns of unit members described in Section A above. Any changes in governance policies pertaining to the nomination and selection of non-unit chairpersons shall be promptly forwarded to the Association.

- D. In the case of unit chairpersons, the department, division or other appropriate unit shall recommend to the chief administrative officer or his/her designee a candidate whenever an opening for chairperson arises.
  - 1. If the opening is to be filled from outside the department, division or other appropriate unit, Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, will be followed. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the department or division faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
- E. The position of chairperson may be filled on a temporary (acting) basis at the discretion of the chief administrative officer or his/her designee for a period not to initially exceed one (1) year. The position may continue to be filled on a temporary (acting) basis for up to one (1) additional year if a chairperson has not been timely appointed on a regular basis within the initial year, or if such action is in accord with a recommendation of the department, division, or other appropriate unit.
- F. 1. Workload reduction and additional compensation for unit chairpersons shall be based on the number of full-time equivalent faculty in the department inclusive of the chairperson. In the calculation of full-time equivalent faculty, full-time regular faculty shall each count as one (1) full-time equivalent, and each twelve (12) credit hours taught by part-time and temporary faculty shall count as one (1) full-time equivalent. For any year, this calculation shall be based on an average of the number of full-time equivalent faculty in the department in each















































Appendix A  
**University of Maine System**  
 Faculty Grievance Form – Step 1

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Campus:    \_\_\_ UMA    \_\_\_ UMF    \_\_\_ UMFK    \_\_\_ UMM    \_\_\_ UM    \_\_\_ USM    \_\_\_ UMPI    \_\_\_ CO/SWS

College / Division: \_\_\_\_\_ Department: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

AFUM Grievance Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Provision of Agreement violated: Article(s) & Section(s): \_\_\_\_\_

Statement of grievance (*including date of acts or omissions complained of*):

Redress sought:

I will be represented in this grievance by: (*check one*)

AFUM       Myself or Personal Representative

AFUM grievance representative's signature: \_\_\_\_\_

*(If AFUM is representing the grievant, an AFUM grievance representative must sign here)*

This grievance was filed with the office of: \_\_\_\_\_

on: \_\_\_\_\_ by: (*check one*)    Mail       Personal Delivery

*Date*

Signature of Grievant: \_\_\_\_\_

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Grievance #: \_\_\_\_\_

<i>Distribution of Step 1 Grievance Form:</i>	<i>Original</i> Administrator	<i>1<sup>st</sup> Copy</i> Campus Grievance File	<i>2<sup>nd</sup> Copy</i> Campus Grievance Person or AFUM (Augusta)
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**University of Maine System**  
Faculty Grievance Decision Review Form

Date: \_\_\_\_\_

To: \_\_\_\_\_

I hereby request that a Step \_\_\_\_\_ review of the attached decision be made in connection with the attached grievance because:

I received the decision on \_\_\_\_\_ and filed this request for review at Step \_\_\_\_\_

with the office of \_\_\_\_\_ on \_\_\_\_\_

by (check one):      Mail       Personal Delivery

AFUM grievance representative's signature: \_\_\_\_\_  
*(if AFUM is representing the grievant, or, if a Step 4 grievance, an AFUM representative must sign)*

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Signature of Grievant

Date Received: _____	By: _____	Grievance #: _____
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Distribution	Original	1 <sup>st</sup> Copy	2 <sup>nd</sup> Copy
Step 2	Administrator	Campus Grievance File	Campus Grievance Person or AFUM (Augusta)
Step 3	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Person or AFUM (Augusta)
Step 4	Chancellor	Campus Grievance File	AFUM

APPENDIX C

**Associated Faculties of the University of Maine System  
Overload Compensation Schedule**

For courses commencing with the Fall Semester 2007

	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab rate per hour in excess of credit hours	Short course or conference per hour
Professor	\$1392	\$2785	\$4177	\$5570	\$666	\$84
Associate Professor	\$1196	\$2392	\$3588	\$4784	\$577	\$69
Assistant Professor	\$1027	\$2054	\$3082	\$4109	\$501	\$67
Instructor	\$833	\$1666	\$2499	\$3332	\$418	\$61
Lecturer I*	\$833	\$1666	\$2499	\$3332	\$418	\$61
Lecturer II**	\$999	\$1997	\$2996	\$3995	\$500	\$67
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

- \*Lecturer I: 1-5 years previous college teaching or equivalent experience
- \*\*Lecturer II: 5-10 years previous college teaching or equivalent experience
- \*\*\*Lecturer III: 11 years or over – compensation negotiated

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APPENDIX C

**Associated Faculties of the University of Maine System  
Overload Compensation Schedule**

For courses commencing with the Fall Semester 2008

	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab rate per hour in excess of credit hours	Short course or conference per hour
Professor	\$1434	\$2868	\$4303	\$5737	\$686	\$87
Associate Professor	\$1232	\$2464	\$3696	\$4928	\$595	\$71
Assistant Professor	\$1058	\$2116	\$3174	\$4232	\$517	\$69
Instructor	\$858	\$1716	\$2574	\$3432	\$431	\$63
Lecturer I*	\$858	\$1716	\$2574	\$3432	\$431	\$63
Lecturer II**	\$1029	\$2057	\$3086	\$4115	\$515	\$69
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

- \*Lecturer I: 1-5 years previous college teaching or equivalent experience
- \*\*Lecturer II: 5-10 years previous college teaching or equivalent experience
- \*\*\*Lecturer III: 11 years or over – compensation negotiated

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## Non-Unit Chairpersons Governance Policy

### University of Maine Policy on Department Chairpersons

The chief administrative officer of a department shall be known as chairperson.

**Term.** The term of the chairperson shall be three (3), four (4) or five (5) years as determined by the department. Normally a chairperson shall serve no more than two (2) consecutive terms. However, if a chairperson is appointed from outside the University, the first two (2) years shall be considered probationary. Early in the second year the dean shall request that the department vote whether or not to recommend extension of this appointment to the full term. The dean will notify the incumbent promptly of the department's recommendation. If the vote is affirmative, and if the department's recommendation is accepted by the president, the incumbent continues to serve out the full first term and may then stand for a second. If the affirmative recommendation of the department is not accepted by the president, or if the vote is negative, an immediate review shall be initiated using the procedures set forth in the section entitled **Selection**. If confirmed by this review process, the incumbent will serve out the remainder of the term.

**Selection.** Early in the final year of the chairperson's term, the dean of the college shall assume responsibility for establishing an **ad hoc** selection committee of no fewer than five (5) faculty members. The dean will chair this committee but will have no vote. In departments having three or more tenured faculty members, the faculty of the department shall elect to the committee three (3) members, at least two (2) of whom shall be on tenure and shall notify the dean of the election. The dean will appoint from related disciplines two (2) members of the committee. In departments having fewer than three (3) tenured faculty members, the dean will, with the agreement of the departmental faculty, appoint the necessary number of committee members from related disciplines. Additional committee members, in excess of the five (5) specified above, may be appointed by the dean, provided the department faculty concurs as to both number and affiliation of additional persons. The committee will consider the merits of reappointing the incumbent chairperson and of seeking new candidates for the chairperson's position. If the committee decides to choose new candidates, it will 1) actively solicit applicants for the position, 2) review credentials of all applicants, 3) select those persons to be interviewed, 4) participate in interviews, 5) insure that persons interviewed are given an opportunity to meet with faculty members of the department, and 6) recommend the candidates considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendations. The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the committee will make its final decision and notify the dean and the faculty of the department of its nomination. The dean will then either recommend the appointment of the nominee or veto the committee choice. Should he or she elect the latter course and the committee not propose an acceptable alternate, the matter shall be referred to a committee consisting of the vice president for academic affairs, the dean, and a representative of the department selected by the department. This committee shall take such action as is necessary. The college may substitute other procedures to accomplish the basic purposes of this section by a majority vote of that faculty.

#### Functions of the Chairperson:

Sitting as the committee of the whole, all full-time departmental members shall determine the academic philosophy of a department and the broad outline of the curriculum needed to implement that

## Appendix D

philosophy. The chairperson shall be responsible for the general conduct of departmental affairs, and shall have authority for all decisions concerning such affairs. The chairperson shall be advised by a Policy Advisory Committee organized as determined by the tenured members and in such a manner as to reflect the special characteristics of the department. The Policy Advisory Committee shall be chaired by the chairperson. The Policy Advisory Committee shall be concerned with all matters concerning appointments and non-appointments, promotions and tenure, resource allocation, and all other matters relative to the successful implementation of the department's educational and scholarly objectives. Should the Policy Advisory Committee feel that its advice and judgment are not given adequate hearing by the chairperson, it shall have the right to bring the matter to the attention of the appropriate dean and academic vice president. The department may organize such other committees as it shall deem necessary.

### **Selection of Department Chairpersons In the College of Engineering and Science**

Early in the final year of a chairperson's term, the dean of the College shall meet individually with all members of the department to discuss and consider the merits of re-appointment of the incumbent chairperson. The dean shall then meet with the department, the incumbent chairperson excepted, to present his/her evaluation for their criticism and discussion. After this meeting, the dean shall notify first the incumbent chairperson and then the department of his/her decision to re-appoint or not to re-appoint. If members of a department are not satisfied with the dean's decision, they should refer the matter to the vice president for academic affairs. If the decision is not to reappoint, the dean shall establish a selection committee consisting of five (5) faculty members and the dean as chairperson. In departments having three (3) or more tenured faculty members, the faculty of the department shall elect three (3) members to this committee, at least two (2) of whom shall be on tenure, and shall notify the dean of the selection. The dean will appoint two (2) members of the committee from related disciplines. Additional committee members, in excess of the five (5) specified above, may be appointed by the dean, provided the department faculty concurs as to both number and affiliation of additional persons. The selection committee shall (1) actively solicit applicants for the position from within the University and from the outside; (2) review credentials of all applicants; (3) select those persons to be interviewed; (4) participate in interviews; (5) insure that persons interviewed are given an opportunity to meet with faculty members of the department; and (6) recommend the candidate(s) considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendation(s). The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the dean will make his/her decision and notify the faculty of the department of his/her recommendations. Should the recommendation be not acceptable to members of a department, they should refer the matter to the vice president for academic affairs.

### **University of Maine at Farmington Procedures for Selection and Nomination of Department Chairs**

1. The term of the Chair of a Department shall be three (3) years. An incumbent Chair may be re-nominated by his or her Department; however, a Chair may not serve for more than six (6) consecutive years.
2. The Chair of a Department shall be a faculty member of that Department. In the event that the position of Chair is to be filled from outside the campus, the normal faculty appointment procedures shall be followed prior to the nomination of the Chair. All full-time faculty members of the Department shall be eligible to stand for the position of Chair.

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3. In the event that the Chair is appointed from outside the campus, the first three (3) semesters of his or her appointment as Chair shall be considered probationary. Early in the third semester, the President shall request that the Department vote whether or not to extend this appointment to the full term. If the vote is affirmative, and if the President accepts the Department's vote, the incumbent may continue to serve out the full term, and may then stand for a second. If the affirmative vote is not accepted by the President, or if the vote is negative, the Department shall hold a new election, and a new Chair shall be appointed (according to the procedures outlined in this document) at the beginning of the following semester.
4. All full-time faculty members of the Department shall be eligible to vote in the election of a nominee for Chair. These full-time faculty members shall determine if any additional full-time members of the Department shall be eligible to vote. The actual voting procedures shall be left to the discretion of the individual Departments.
5. After the election, the name of the Department's nominee shall be forwarded to the President or his/her designee for appointment.
6. Should there be any question concerning the Department's choice, the President or his/her designee shall meet with the Department faculty to discuss the matter. This meeting shall take place prior to any formal action.
7. Should the President or his/her designee reject the Department's nominee, the Department shall conduct a second election.
8. Should the President or his/her designee reject the Department's nominee following the second election, the President shall appoint a faculty member from the Department to fill the position of Chair on an acting basis for a period of one (1) year.
9. The position of Chair may be filled yearly on an acting basis until the President or his/her designee appoints a Chair nominated by the Department. However, an appointed Acting Chair may not succeed himself or herself unless nominated for a three (3) year term by the faculty of the Department.

### **Evaluation of Academic Administrators**

Faculty representatives by campus shall be provided the opportunity to be involved in the evaluation of academic administrators. The specifics of the academic administrators' evaluation process shall reside with the individual campus.

## Appendix E

### **Coaches - University of Maine and University of Southern Maine**

Lecturers who are employed as head or assistant coaches of major sports at the University of Maine and University of Southern Maine are excluded from the bargaining unit in accordance with previous agreements. The sports designated as major are:

Baseball	Ice Hockey (men and women)
Basketball (men and women)	Soccer (men and women)
Field Hockey	Softball
Football	Volleyball (women)

## Appendix F

### Typology of Relevant Instructional Modalities

The following identifies relevant instructional modalities most commonly used by the University of Maine System in March, 1999, when the joint distance education committee conducted its review.

- 1) Regular ITFS\* More than 50% of the contact hours are through synchronous ITFS transmissions.
- 2) Enhanced ITFS Regular ITFS enhanced with web-based computer conferencing or the equivalent; e-mail is not enough.
- 3) TV Plus 50% or fewer of the contact hours are through synchronous ITFS broadcasts. Courses are supplemented with a combination of one or more of the following: on-campus visits, pre-produced video tapes, computer conferencing, telephone conferencing, e-mail, list-serves, etc.
- 4) Compressed Video 2-way audio and video interactive; available at campuses only.
- 5) Fiber 1-way or 2-way video and audio, available at campuses only.
- 6) Course in a Box Videotape-based asynchronous course; may be supplemented with computer conferencing, e-mail, etc.
- 7) Web-Based Web-based asynchronous courses.
- 8) Enhanced On-Site "Regular" on-site course, enhanced with computer conferencing and other web activities other than e-mail and list-serves.

\*ITFS - Instructional Television Fixed Service microwave channel

## Appointment Salary

It is recommended that each campus put in place the following review process for appointments to tenure track faculty positions. The review process is intended to add a stronger review for search and salary equity concerns before an appointment is made in order to avoid unintended inequities which may occur in setting initial salaries.

Each university in the System will specify the details regarding who is responsible for conducting the review and how the review will occur. The following key elements should be included in each procedure.

1. The administrator responsible for faculty hiring (referred to below as Dean/VP/Provost) will set a salary range for the position at the time the search is approved. The salary range will go forward as part of the approval process for the search, though it will not usually be included in vacancy announcements.
2. The Dean/VP/Provost will consult with Equal Employment Opportunity/Human Resources before making a tentative offer to a candidate, in order to review the search and the recommended salary, for any indication of any kind of illegal discrimination. This review must be conducted in a time frame which does not jeopardize the ability to hire the selected candidate.
3. Equal Employment Opportunity/Human Resources will review and sign off on the appointment before it is officially extended.
4. Annually the Dean/VP/Provost and Equal Employment Opportunity/Human Resources will conduct a review of hiring salaries for equity considerations.

## Appointment – Reappointment Schedule

	September	October	November	December	January	February	March	April	May	June
Reappointment / Non-Reappoint. 1 <sup>st</sup> Year Probationary Appointment	* <b>12/15</b> Peer Committee Notified and Instructed * <b>01/15</b> Peer Committee Forwards Recommendation * <b>01/22</b> Deadline for Unit Member Response * <b>02/29</b> Chair Forwards Recommendation * <b>03/05</b> Dean Forwards Recommendation * <b>03/12</b> Provost Forwards Recommendation * By <b>03/31</b> Unit Member Notified by President									
Reappointment / Non-Reappoint. 2 <sup>nd</sup> Year Probationary Appointment	* <b>09/15</b> Peer Committee Notified and Instructed * <b>10/15</b> Peer Committee Forwards Recommendation * <b>10/22</b> Deadline for Unit Member Response * <b>10/29</b> Chair Forwards Recommendation * <b>11/12</b> Dean Forwards Recommendation * <b>11/30</b> Provost Forwards Recommendation * By <b>01/15</b> Unit Member Notified by President									
Reappointment / Non-Reappoint. 2 or More Years Probationary Appointment	* <b>03/15</b> Peer Committee Notified and Instructed * <b>04/30</b> Peer Committee Forwards Recomm. * <b>05/07</b> Deadline for Unit Member Response * <b>05/14</b> Chair Forwards Recomm. * <b>05/29</b> Dean Forwards Recomm. * <b>06/11</b> Provost Forwards Recomm. * By <b>06/30</b> Unit Member Notified by President									
Promotion, Tenure, and Continuing Contract	* <b>09/15</b> Unit Member (less than 6 <sup>th</sup> year) Requests Consideration * <b>09/25</b> Peer Committee Notified and Instructed * <b>11/10</b> Peer Committee Forwards Recommendation * <b>11/17</b> Deadline for Unit Member Response * <b>11/26</b> Chair Forwards Recommendation * <b>12/10</b> Dean Forwards Recommendation * <b>01/05</b> Provost Forwards Recommendation Upon Transmittal ( <b>02/11</b> for tenure) And no later than * <b>02/28</b> Unit Member Notified of President's Decision / Recommendation									
Annual Peer Eval. (All Faculty except tenured Full and Assoc. Professors)	* <b>03/15</b> Peer Committee Notified									
Outside Employment Notification	* <b>09/15</b> Notification to Unit Members of Need to Report in Writing for Approval the Nature and Extent of Outside Employment (includes courses taught on other campuses) Prior to Undertaking Such Employment									
Personnel File Maintenance	* <b>09/15</b> Reminder to Unit Members of Responsibility to Update Their Personnel File Annually									
Terms and Conditions Notification Article 7.E	At the Time of Appointment and as Changes Occur									

\* - Date / deadline mandated by AFUM / UMS Collective Bargaining Agreement 11/16/06



Appendix J  
**Memorandum of Understanding**

The University of Maine and the Associated Faculties of the University of Maine (AFUM), MTA/NEA agree to establish on a trial basis the Partial / Phased Retirement Program (hereinafter the Program or PPRP) which is described below:

A. Eligibility:

Faculty unit members are eligible to apply to participate in the Partial / Phased Retirement Program if either: (1) they are at least fifty-five (55) years of age and have at least ten continuous years of full-time regular University of Maine service; or (2) their age in years and length of continuous full-time regular University of Maine service in years totals seventy-five (75) or more years.

B. Application and Approval Procedures:

1. Each campus shall develop appropriate application procedures which shall be reviewed by the parties to this Memorandum prior to the implementation of the Partial / Phased Retirement Plan at that campus.
2. A faculty unit member who wishes to participate in the Partial / Phased Retirement Program must submit a written, individual application in accordance with applicable campus procedures.
3. Such applications shall be reviewed by campus staff in accordance with campus administrative procedures. If it is not the Chief Administrative Officer's recommendation that an application be approved, the application will in any event be forwarded to the Chancellor or his designee(s) within CO/SWS for review. If it is the campus Chief Administrative Officer's recommendation that an application should be approved, a proposed agreement for participation, including workload and salary reduction terms, and other details applicable to the individual, shall be prepared in writing and forwarded to the Chancellor or his designee(s) within CO/SWS.
4. Such proposed agreements shall be reviewed by and subject to the approval of the Chancellor or his designee(s).
5. Prior to the final approval or disapproval of such proposed agreements by the Chancellor or designee(s), the University shall provide the Association with a copy of each such agreement in a timely manner so that the Association may have an opportunity to consult with the unit member.
6. A unit member may request modification or withdrawal of his or her application at any time prior to final approval or disapproval of the proposed agreement.
7. The terms of this Memorandum and any decision or action taken hereunder shall not be subject to the grievance procedure described in the collective bargaining agreement between the parties. Unit members whose applications for participation in the Partial / Phased Retirement Program are denied at any level of review may appeal to the Office of the Chancellor for review of the denial and may be represented by the Association in such review. If such review does not resolve the issues, the unit member may appeal to a standing review committee composed of two persons designated by the Association, two persons designated by the University and a fifth person selected by the other four committee members. All members of the committee shall be from the applicant unit member's campus. This committee shall expeditiously review the application and

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other relevant facts and circumstances and shall issue a final determination consistent with the terms of this memorandum.

8. After final approval of a proposed agreement, participation in the Partial / Phased Retirement Program shall be revocable only by mutual consent of the unit member and the University except as described in Section D of this memorandum.

### C. Rights and Obligations of Program Participants:

1. The workload and salary reduction for each individual participant shall be specified in the individual's agreement for participation.
2. Employee benefits for participants shall be treated as follows:
  - a. Group term life insurance – Amount of insurance shall be based on the reduced salary. Allocation of premiums shall be unaffected by participation in the PPRP.
  - b. Group health insurance – Eligibility for coverage and allocation of premiums shall be unaffected by participation in the PPRP.
  - c. TIAA-CREF eligibility for participation shall be unaffected by participation in the PPRP. Percentage contributions by the University and unit member shall be unaffected by participation in the PPRP and shall be based on the reduced salary.
  - d. MSRS or Federal Retirement – Participation and contributions shall be maintained and /or modified in accordance with applicable Federal and / or State laws and / or regulations.
  - e. Long-Term Disability Insurance – Eligibility for participation shall be unaffected by participation in the PPRP. Benefit levels shall be based on the reduced salary.
  - f. Employee and Dependent Tuition Waiver – Eligibility and benefits shall be unaffected by participation in the PPRP.
  - g. Disability leave and annual leave – The rate of accruals shall be based on the reduced workload.
  - h. Other paid and unpaid leaves – Eligibility and conditions shall be unaffected by participation in the PPRP. Pay, in the case of paid leaves, shall be based on the reduced salary.
  - i. Tax-sheltered annuities – Eligibility shall be unaffected by participation in the PPRP, subject to applicable IRS criteria.
3. Unit members who on the commencement of their participation in the PPRP, have tenure, continuing contract or an appointment in the rank of Lecturer with at least six years of service shall retain their respective appointment status while participating in the PPRP.
4. Eligibility for any future salary increases which may be granted to members of the faculty unit shall be unaffected by participation in the PPRP.

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5. Calculation of length of service prior to participation in the PPRP for retrenchment purposes shall be unaffected by participation in the PPRP. Additional service credit for retrenchment purposes for each year of participation in the PPRP shall be in proportion to the reduced workload.
6. Unit members who participate in the PPRP may at their option elect to receive their annuity or pension from TIAA-CREF or approved alternative vendors, MSRS or the Federal retirement system, whichever is applicable, subject to the following limitations:
  - a. Unit members who elect to receive their Federal retirement system annuity shall receive salary and annuity amounts subject to applicable laws and / or regulations
  - b. Unit members who elect to receive their MSRS pension shall receive such amounts subject To applicable laws and / or regulations.
7. Unit members who are within three years of the date of full retirement, who are working no more than 50% of full-time, and who have attained the age of 55 may also elect to receive cash distribution from TIAA-CREF or alternative approved vendors in accordance with the procedures and regulations of the Internal Revenue Service and the vendor.

### D. Plan Discontinuance:

In the event that the PPRP is discontinued during or at the conclusion of the trial period described herein, unit members who are participants in the plan at the time of discontinuance shall have the following options:

- a. Unit members who did not elect to receive their TIAA-CREF, MSRS or Federal annuity or pension may continue to be employed at a reduced workload and salary in accordance with their approved agreements.
- b. Unit members who elected to receive their TIAA / CREF annuity may continue to be employed at a reduced workload and salary in accordance with their approved agreements, or may return to full-time regular employment without penalty with proportionate adjustment in salary.
- c. Unit members who elected to receive their Federal retirement system annuity may continue to be employed at a reduced salary and workload in accordance with their approved agreements, or may return to full-time regular employment without penalty with proportionate adjustment in salary, subject to applicable laws and / or regulations regarding salary and annuity amounts referenced in Section C.6.a of this memorandum.
- d. Unit members who elected to receive their MSRS pension may continue to be employed at a reduced salary and workload in accordance with their approved agreements, or may return to full-time regular employment without penalty with proportionate adjustment in salary, subject to the pension reimbursement obligations referenced in Section C.6.b of this memorandum.

### E. General Provisions:

1. The “normal retirement age” shall remain age 65 for other purposes.

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2. The PPRP shall be independent of the current Early Voluntary Retirement Plan (EVRP). Eligibility to participate in the EVRP shall be unaffected by participation in the PPRP. If a unit member in the PPRP elects to participate in the EVRP, computation of the incentive shall be based on the reduced salary at the time of early retirement increased on a proportionate basis to a full-time salary for the individual.
3. Participation in the PPRP may extend beyond the age of 65.
4. In the event that any provision of this Memorandum is found to be inconsistent with existing State or Federal law, the provisions of such State or Federal law shall prevail and if any provision herein is finally determined to be invalid or unenforceable by a court or other authority having jurisdiction, such provision shall be considered void but all other provisions hereof shall remain in full force and effect. Negotiations on the provision found invalid shall commence within thirty (30) days of a request of either party.

F. Term of Memorandum:

This memorandum of understanding shall be in effect from the date of its execution until June 30, 1986 and may be renewed at the option of either party upon written notice to do so served on the other party to this agreement not later than thirty (30) days prior to the expiration of this memorandum on an annual basis not to exceed a total of two (2) years. Continuation of the PPRP after June 30, 1988 shall require the mutual agreement of the University and AFUM. In the event that such agreement does not occur or neither party exercises the option for renewal above, the PPRP shall expire and shall be discontinued, subject to the provisions of Section D hereof regarding individual PPRP participants.

*October 9, 1984*

\_\_\_\_\_  
Date

*12/14/84*

*Samuel J. D'Amico*

\_\_\_\_\_  
University of Maine

*Paul Harrison*

\_\_\_\_\_  
Associated Faculties of the University of  
Maine MTA / NEA

## **NON-DISCRIMINATION NOTICE**

In complying with the letter and spirit of applicable laws and in pursuing its own goals of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status and gender expression, national origin or citizenship status, age, disability, or veterans status in employment, education, and all other areas of the University. The University provides reasonable accommodations to qualified individuals with disabilities upon request.

Questions and complaints about discrimination in any area of the University should be directed to the university Equal Opportunity Director or to the Equal Opportunity Director for the University of Maine System, currently Sally Dobres, who can be reached at (207) 973-3372 (voice) or (207) 973-3300 TTY, 16 Central Street, Bangor, Maine 04401-5106.

Inquiries or complaints about discrimination in employment or education may also be referred to the Maine Human Rights Commission. Inquiries or complaints about discrimination in employment may be referred to the U.S. Equal Employment Opportunity Commission.

Inquiries about the University's compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), Boston, MA 02110-1491, telephone (617)289-0111 (voice) or (617)289-0150 (TTY). Generally, an individual may also file a complaint with OCR within 180 days of alleged discrimination.