

UConn

UNIVERSITY OF CONNECTICUT

Board of



TRUSTEES

VOL. 228 MARCH 30, 2022

**MEETING OF THE BOARD OF TRUSTEES
UNIVERSITY OF CONNECTICUT**

AGENDA

University of Connecticut
Wilbur Cross Building
North Reading Room (109)
233 Glenbrook Road
Storrs, Connecticut

March 30, 2022

Public Access Link:
<http://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

BOARD MEETING AGENDA

Call to order at **1:00 p.m.**

1. Executive Session anticipated
2. Public Participation*

*** Update for In Person Meetings:** As the Board returns to meeting on campus, the primary modality to address the Board will be in person. If members of the public wish to address the Board of Trustees during the Public Participation portion of the March 30 meeting, you must submit a request in writing **24 hours in advance of the start of the meeting (by Tuesday, March 29 @ 1:00 p.m.)** to the following email address: boardoftrustees@uconn.edu. Please indicate your name, affiliation, and topic to be discussed. Per the University By-Laws, the Board may limit the entirety of public comment to a maximum of 30 minutes. As an alternative, you may also submit your comments via email which will be shared with the Board.

3. Chairman's Report
 - (a) Matters outstanding
 - (b) Minutes of the meeting of January 26, 2022
 - (c) Consent Agenda Items:
 - (1) Contracts and Agreements (Attachment 1)
 - (2) Project Budget (Design) for Residential Life Facilities: Mansfield Apartments Redevelopment (Attachment 2)
 - (3) Project Budget (Revised Planning) for South Campus Infrastructure (Attachment 3)
 - (4) Project Budget (Revised Design) for Mirror Lake Improvements (Attachment 4)
 - (5) Project Budget (Revised Design) for Gilbert Road Site Preparation (Attachment 5)

- (6) Project Budget (Final) for North Campus Student Room Renovations – Phase 3 (Attachment 6)
- (7) Project Budget (Final) for B4 Steam Vault and Line Exigent Repair (Attachment 7)
- (8) Project Budget (Planning) for the UConn Health Electro Physiology (EP) Lab Equipment Replacement & Renovation (Attachment 8)
- (9) Project Budget (Planning) for the UConn Health Cardio Catheterization (Cath) Lab Equipment Replacement & Renovation (Attachment 9)
- (10) Tenure at Hire (Attachment 10)
- (11) Promotion Recommendation (Attachment 11)
- (12) Designation of Emeritus Status (Attachment 12)
- (13) Sabbatical Leave Recommendations (Attachment 13)
- (14) Appointment of Professor Jose E. Manautou, Ph.D. to the Boehringer-Ingelheim Pharmaceuticals, Inc. Chair in Mechanistic Toxicology (Attachment 14)
- (15) Graduate Certificate in Literacy Leadership (Attachment 15)
- (16) Graduate Certificate in Oceanographic Science & Technology (Attachment 16)
- (17) Establishment of the School of Public Policy (Attachment 17)
- (18) Naming Recommendation for the Nicholas Morizio Classroom 214 (Attachment 18)
- (19) Naming of Stimson Drive (Attachment 19)
- (20) Naming Recommendation for the Lorraine Rose Williams Stage (Attachment 20)
- (21) Policy on Policies (Attachment 21)
- (22) Approval of Proposed Changes to the *By-Laws of the University of Connecticut* (Attachment 22)

(d) Informational Items:

- (1) Notification of Proposed Changes to the *By-Laws of the University of Connecticut*
 - (a) Article XII – The Institutes and Centers in Academic Affairs (Attachment 23)
 - (b) Article XIV.K – Retirement (Attachment 24)
 - (c) Article XIV.L – Leaves of Absence (Attachment 25)

4. President's Report

5. Academic Affairs Committee Report
 - (a) Report on Committee activities
 - (b) Community Engagement Presentation
Presenter: Mark Overmyer-Velazquez, Director
UConn Hartford
6. Financial Affairs Committee Report
 - (a) Report on Committee activities
 - (b) Items requiring Board discussion and approval:
 - (1) Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors (AAUP) (Attachment 26 – *To be distributed*)
 - (2) Collective Bargaining Agreement with the University of Connecticut Graduate Employees Union (GEU-UAW) (Attachment 27 – *To be distributed*)
 - (3) Collective Bargaining Agreement with the University of Connecticut Professional Employees Union (UCPEA) (Attachment 28 – *To be distributed*)
7. UConn Health Report
 - (a) Report on UConn Health activities
8. Joint Audit & Compliance Committee Report
 - (a) Report on Committee activities
9. Student Life Committee Report
 - (a) Report on Committee activities
10. Institutional Advancement Committee Report
 - (a) Report on Committee activities
11. Committee for Diversity, Equity and Inclusion Report
 - (a) Report on Committee activities
12. Committee on Compensation Report
 - (a) Report on Committee activities
13. Committee for Research, Entrepreneurship and Innovation Report
 - (a) Report on Committee activities
 - (b) Item requiring Board discussion and approval:
 - (1) Innovation Faculty Hires & Entrepreneurial Ecosystem Initiative at the University of Connecticut (Attachment 29)
14. Other business
15. Executive Session anticipated
16. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please call or e-mail the Board of Trustees Office at (860) 486-2333 or boardoftrustees@uconn.edu prior to the meeting.*

ATTACHMENT 1

**CONTRACT AGREEMENTS
FOR APPROVAL
March 30, 2022**

PROCUREMENT - NEW*

**The Administration is seeking approval to enter into contracts based on the material terms and conditions identified below, subject to final legal review.*

JANITORIAL CLEANING SUPPLIES AND EQUIPMENT

No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose
1	C & C Janitorial Supplies	MHEC# MC16-G17	\$4,000,000	11/01/20-10/31/23	Operating Funds	Michael Jednak AVP Facilities Operation & Building Services	Janitorial supplies and equipment for all University campuses. Sourced through the Massachusetts Higher Education Consortium (MHEC). Initial term is for three years. Two extensions of one-year each remain. This contract was implemented during the pandemic to provide cleaning supplies (including COVID related supplies) for all University campuses. Of the \$4,000,000 requested, \$1,354,391 has been spent to date. The balance requested is anticipated to cover additional expenses through the remainder of the current term. This is a CT-based, woman owned business.

PROFESSIONAL SERVICES - INCUBATOR START UP

No.	Contractor	Contract No.	Approval Amount	Term	Fund Source	Program Director	Purpose
2	R/GA Media Group, Inc.	A02042022-RGA	\$1,200,000	Term Commences Upon Execution-12/31/24	Operating Funds	Pamir Alpay Interim, VP for Research, Innovation & Entrepreneurship	R/GA will provide operational, management services and other support services as part of the collaboration with UConn for the Climate Venture Studio (start up incubator program). Initial term of this agreement is two years. One extension of one year remains. This is a collaboration agreement sourced under Public Act 17-130 (Cutting the Red Tape).

PROCUREMENT - AMENDMENTS*

**The Administration is seeking approval to enter into contracts based on the material terms and conditions identified below, subject to final legal review.*

AUDIO VISUAL EQUIPMENT, SUPPLIES AND SERVICES

No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
3	RGB Systems Inc. (Extron)	200904	\$1,000,000 <i>(Previous Contract Value \$378,071; Total New Contract Value \$1,378,071)</i>	03/04/21-11/30/23	Multiple Sources	Michael Mundrane Vice President and Chief Information Officer	\$378,071	\$0	\$0	Audio visual equipment supplies and services for all University campuses. Amend to increase contract value by \$1,000,000, for total new contract value of \$1,378,071. Contract term remains the same. Zero extensions remain. Sourced through the Interlocal Purchasing System (TIPS) Consortia Agreement. Future extensions may be exercised as the discretion of the Consortia. This agreement relaces previous TIPS contract (171007). It is used by various departments and is one of the major suppliers of audio visual equipment, supplies and services for ITS. The \$1,000,000 Increase is requested in anticipation of large upcoming projects for ITS (i.e. classroom upgrades and building upgrade projects).

COMPUTERS AND PERIPHERALS

No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
4	Apple, Inc.	13PSX0280	\$1,000,000 <i>(Previous Contract Value \$4,704,676; Total New Contract Value \$5,704,676)</i>	10/01/15-07/31/22	Multiple Sources	Michael Mundrane Vice President and Chief Information Officer	\$4,432,264	\$1,446,935	\$1,184,750	Apple equipment, products and services for all University campuses. Amend to increase contract value by \$1,000,000, for total new contract value of \$5,704,676. Contract term remains the same. Zero extensions remain. Sourced through a State of Connecticut contract. Future extensions may be exercised as the discretion of the State. Increase is requested by ITS to cover the cost of a refresh of hardware (i.e. computers, monitors, etc.) for various University departments.

**CONTRACT AGREEMENTS
FOR APPROVAL
March 30, 2022**

FURNITURE										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
5	Butler Woodcrafters, Inc.	15PSX0041	\$0 <i>(Previous Contract Value \$5,000,000; Contract Value Remains the Same)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$1,028,301	\$0	\$0	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to extend contract term three years, through 06/30/23. Contract value remains the same. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension.
6	Interscape Commercial Environmentals/NBI New England Inc.	15PSX0041	\$0 <i>(Previous Contract Value \$2,450,000; Contract Value Remains the Same)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$924,254	\$2,954	\$0	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to extend contract term three years, through 06/30/23. Contract value remains the same. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension.
7	Office Furniture, Inc.	15PSX0041	\$500,000 <i>(Previous Contract Value \$7,310,000; Total New Contract Value \$7,810,000)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$6,323,792	\$601,410	\$1,098,315	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to increase contract value by \$500,000, for total new contract value of \$7,810,000. Amend to extend contract term three years, through 06/30/23. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension. The additional \$500,000 requested is based on historical spend and will provide funding for subsequent contract terms. This is a CT-based business.
8	Red Thread Spaces LLC	15PSX0041	\$0 <i>(Previous Contract Value \$11,557,193; Contract Value Remains the Same)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$8,966,977	\$552,451	\$1,280,742	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to extend contract term three years, through 06/30/23. Contract value remains the same. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension.

**CONTRACT AGREEMENTS
FOR APPROVAL
March 30, 2022**

FURNITURE (Continued)										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
9	Robert H. Lord Company, Inc.	15PSX0041	\$500,000 <i>(Previous Contract Value \$1,500,000; Total New Contract Value \$2,000,000)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$840,148	\$2,786	\$386,073	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to extend contract term three years, through 06/30/23. Amend to increase contract value \$500,000, for total new contract value \$1,500,000. Contract value remains the same. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension. This is a CT-based business.
10	Sauder Manufacturing Co.	15PSX0041	\$0 <i>(Previous Contract Value \$2,100,000; Contract value remains the same)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$1,017,898	\$0	\$0	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to extend contract term three years, through 06/30/23. Contract value remains the same. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension. This is a CT-based business.
11	Sauder Manufacturing Co.	CNR01451	\$500,000 <i>(Previous Contract Value \$2,600,000; Total New Contract Value \$3,100,000)</i>	12/01/17-11/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$2,311,492	\$0	\$1,780,692	Renewable/sustainable furniture for all University campuses. Amend to increase contract value by \$500,000, for total new contract value of \$3,100,000. Contract term remains the same. Sourced through the Educational and Institutional Cooperative Service (E&I). Future extensions may be exercised by the Cooperative Service. The additional \$500,000 requested is based on historical spend and will provide funding for subsequent contract terms. This is a CT-based business.
12	W.B. Mason (WB)	15PSX0041	\$0 <i>(Previous Contract Value \$1,000,000; Contract Value Remains the Same)</i>	07/01/15-06/30/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$523,199	\$3,147	\$6,644	Freestanding office, lounge, dormitory and residential furniture for all University campuses. Amend to extend contract term three years, through 06/30/23. Contract value remains the same. This is a State of Connecticut contract. Future extensions may be exercised at the discretion of the State. This contract had a previous expiration date of 06/30/20. An extension of three years is requested to align with term extension implemented by the State. This agreement will be reinstated upon approval of this extension. This is a CT-based business.
TELECOMMUNICATIONS SUPPORT AND SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
13	Southern New England Telephone Co. (SNET)	UC-19-SF071917	\$0 <i>(Previous Contract Value \$3,565,873; Contract Value Remains the Same)</i>	07/01/18-06/30/23	Multiple Sources	Michael Mundrane Vice President and Chief Information Officer	\$2,183,116	\$514,134	\$562,963	Operating system, network, security hardware and services for all University campuses. Amend to extend contract term one year, through 06/30/23. Contract value remains the same. Five extensions of one year each remain. A one year extension is requested by ITS to extend the term through 06/30/23. Approval is requested now to allow sufficient time for completion of the contract amendment. This is a CT-based business.

**CONTRACT AGREEMENTS
FOR APPROVAL
March 30, 2022**

TEMPORARY EMPLOYMENT SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
14	Horizons Programs, Inc.	PSA-010117	\$0 <i>(Previous Contract Value \$1,500,000; Contract Value Remains the Same)</i>	01/01/17-12/31/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$825,904	\$24,497	\$190,941	University use of staffing labor force of Support individuals as well as Support Coaches at the Storrs and Regional campuses. Amend to extend contract term one year, through 12/31/22. Contract value remains the same. Sourced through a Personal Service Agreement (PSA), this agreement is extended on an auto renewal basis. Extension is requested to continue use of Support individuals who currently support various operations (i.e. Central Warehouse) at the University.

LEASES FOR APPROVAL *

**Not all provisions of all Licenses and Leases appearing below have been 100% completed, but the Administration is seeking approval to proceed to execution based on the material terms described below.*

UNIVERSITY AS LANDLORD

No.	Licensee	Annual Amount Receivable	Term	Fund Source	Program Director	Purpose
1	Sprint Spectrum Realty Company, LLC fka Sprint Spectrum, L.P.	\$37,776, plus escalation during the 6-month extension term	05/01/97-10/31/22	Operating Fund - General	Lloyd Blanchard, Interim Vice President and Chief Financial Officer	Amendment to lease for telecommunication equipment on the "Sprint Tower" on the Storrs Campus. As a result of the merger between T-Mobile and Sprint, the successor tenant requires an extension of no more than 6 months past the current end of term, in order to decommission and remove the legacy Sprint equipment. The successor tenant will pay 125% of the scheduled monthly rent during this 6-month extension period.


UNIVERSITY AS TENANT


No.	Landlord	Annual Amount Payable	Term	Fund Source	Program Director	Purpose
1	Day Kimball Medical Group Inc.	\$75,000	04/21/22-04/30/23	Operating Funds	Anne Horbatuck, Vice President UMG Administration	This is a 1-year extension of the current agreement under which Day Kimball provides UMG with approximately 1,100 square feet of fully furnished medical office space (including reception area, exam rooms, and common areas) located at 346 Pomfret Street, Unit 2, in Putnam, CT. This extension allows UConn Health to continue to use the space for 4-hour sessions at a cost of \$350 per session.
2	Farmington Exchange LLC	\$63,684	Commencing upon Landlord's completion of work through 10/31/2026	Operating Funds	Kimberly Metcalf, Assoc Vice President Pharm & Ancillary Svcs	Lease of additional 3,538 sf on first floor (Suite 102) at 270 Farmington Ave., Farmington, to allow for space expansion needed to support UConn Health's growing retail pharmacy.
3	Orefice, Charles	\$25,200	05/1/22-04/30/23	Operating Funds	Amy Chmielewski, Univ Director Curricular Affairs	Lease of a 1266 sf apartment located at 190 South Thames Street, Unit #20, Norwich, CT. This apartment accommodates up to two medical students at a time while they are completing their 6-week clinical rotations at Backus Hospital.
4	Woodstock Academy	\$60,000	06/13/22-06/12/23	Operating Funds	Amy Chmielewski, Univ Director Curricular Affairs	Lease of property located at 124 Route 169, Woodstock, CT. This is a house with 6 bedrooms and 3 full baths, which accommodates up to six medical students at a time while they are completing their clinical rotations in the towns of Putnam and Thompson.

ATTACHMENT 2

March 30, 2022

TO: Members of the Board of Trustees

FROM: Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

Laura Cruickshank 
Associate Vice President, Master Planner and Chief Architect

RE: Project Budget for Residential Life Facilities: Mansfield Apartments
Redevelopment (Design: \$4,600,000)

RECOMMENDATION:

That the Board of Trustees approve the Design Budget of \$4,600,000, as detailed in the attached project budget, for the Design Phase (through bidding documents) and commencement of the CEPA approval process for Residential Life Facilities: Mansfield Apartments Redevelopment and related utility infrastructure and landscape improvements. The Administration recommends that the Board of Trustees adopt the Resolution below.

RESOLUTION:

“Be it resolved that the Board of Trustees approve the use of \$4,600,000 in UCONN 2000 bond funds for the Design phase and commencement of the CEPA approval process for Residential Life Facilities: Mansfield Apartments Redevelopment and related utility infrastructure and landscape improvements.”

BACKGROUND:

Mansfield Apartments is an existing 240 bed apartment complex located on South Eagleville Road in Storrs CT and was constructed circa 1940. The townhouse-style apartments were originally constructed as graduate family housing but have mostly been utilized by undergraduate upper classes. The facilities have reached the end of their useful life and the property, which contains approximately 16 acres, can be utilized for denser apartment-style development. The complex has been utilized exclusively as an isolation location during the Covid-19 pandemic and it is desirable to commence redevelopment activities at this time, with the intention of not having to reopen the complex in its current condition to the general student population again.

The University has engaged the services of a design team to assess opportunities to develop a new apartment-style complex on the Mansfield Apartments site in the range of 800 to 900 apartments to fully replace the existing complex. This Design budget includes costs for concept designs, project programming, and design documents, and additional funding will be required to construct the project. Simultaneously with the commencement of the design, the University will also commence the CEPA approval process for the project, which will take approximately one year.

To expedite the completion, the project will investigate utilizing a Design-Build delivery method, but a final decision on the project delivery method will be determined in the future. When the scope and size of the project is finalized, an anticipated total project cost projection will be prepared.

The intent is that this project will conform to Connecticut High Performance Building regulations and will be registered as a LEED project, with a target goal of LEED Gold. Additional sustainability measures towards a potential net zero carbon goal will also be investigated in this Design phase.

The Design Budget is attached for your information.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: DESIGN

**PROJECT NAME: RESIDENTIAL LIFE FACILITIES: MANSFIELD APARTMENTS
REDEVELOPMENT**


<u>BUDGETED EXPENDITURES</u>	<u>APPROVED PLANNING 9/29/2021</u>	<u>PROPOSED DESIGN 3/30/2022</u>
CONSTRUCTION	\$ 30,000	\$ 30,000
DESIGN SERVICES	500,000	3,490,000
TELECOMMUNICATIONS	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-
CONSTRUCTION ADMINISTRATION	-	-
OTHER AE SERVICES (including Project Management)	25,500	323,000
ART	-	-
RELOCATION	-	-
ENVIRONMENTAL	200,000	300,000
INSURANCE AND LEGAL	14,500	20,000
MISCELLANEOUS	-	7,000
OTHER SOFT COSTS	-	-
SUBTOTAL	\$ 770,000	\$ 4,170,000
PROJECT CONTINGENCY	80,000	430,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 850,000</u>	<u>\$ 4,600,000</u>
 <u>SOURCE(S) OF FUNDING</u>		
UCONN 2000 BOND FUNDS	<u>\$ 850,000</u>	<u>\$ 4,600,000</u>
TOTAL BUDGETED FUNDING	<u>\$ 850,000</u>	<u>\$ 4,600,000</u>


* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

ATTACHMENT 3

March 30, 2022

TO: Members of the Board of Trustees

FROM: Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

Laura Cruickshank 
Associate Vice President, Master Planner and Chief Architect

RE: Project Budget for South Campus Infrastructure (Revised Planning: \$1,250,000)

RECOMMENDATION:

That the Board of Trustees approve the Revised Planning Phase Budget of \$1,250,000, as detailed in the attached project budget, for the preliminary design of the South Campus Infrastructure project. The project will include investigation of new sustainable heating and cooling and repairs to existing infrastructure. The Administration recommends that the Board of Trustees adopt the Resolution below.

RESOLUTION:

“Be it resolved that the Board of Trustees approve the use of \$1,250,000 in UCONN 2000 bond funds for the Revised Planning Phase of the South Campus Infrastructure project.”

BACKGROUND:

Connecticut Public Act No 13-233, known as Next Generation Connecticut, authorized the University to undertake a special capital improvement program for the express purposes of constructing infrastructure, renovating existing facilities and developing new buildings. In 2015 the University completed the Next Gen CT Campus Masterplan and in 2016 the University performed a Framework Utility Analysis to create a systematic approach for infrastructure projects that support development of the Next Gen CT program. The intent of this project is to repair, relocate, and replace south campus utilities to ensure uninterrupted operation of university facilities and to enable planned development in the South Campus District.

This project will be coordinated with the South Campus Residence Hall project and will include improvements to steam lines, condensate lines, chilled water lines, south campus chiller plant, electrical utilities, sanitary and water service improvements. Sustainability will be a key factor in the Planning phase.

The Revised Planning Budget is attached for your information.

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: **REVISED PLANNING**

PROJECT NAME: **SOUTH CAMPUS INFRASTRUCTURE**

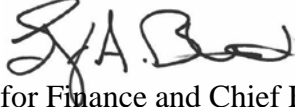
<u>BUDGETED EXPENDITURES</u>	APPROVED PLANNING 1/20/2022	PROPOSED REVISED PLANNING 3/30/2022
	PRC	
CONSTRUCTION	\$ -	\$ -
DESIGN SERVICES	315,000	915,000
TELECOMMUNICATIONS	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-
CONSTRUCTION ADMINISTRATION	-	-
OTHER AE SERVICES (including Project Management)	30,000	50,000
ART	-	-
RELOCATION	-	-
ENVIRONMENTAL	50,000	75,000
INSURANCE AND LEGAL	5,000	5,000
MISCELLANEOUS	-	5,000
OTHER SOFT COSTS	-	-
SUBTOTAL	\$ 400,000	\$ 1,050,000
PROJECT CONTINGENCY	50,000	200,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 450,000</u>	<u>\$ 1,250,000</u>
<u>SOURCE(S) OF FUNDING</u>		
UCONN 2000 BOND FUNDS	<u>\$ 450,000</u>	<u>\$ 1,250,000</u>
TOTAL BUDGETED FUNDING	<u>\$ 450,000</u>	<u>\$ 1,250,000</u>


* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

ATTACHMENT 4

March 30, 2022

TO: Members of the Board of Trustees

FROM: Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

Laura Cruickshank 
Associate Vice President, Master Planner and Chief Architect

RE: Project Budget for Mirror Lake Improvements (Revised Design: \$2,600,000)

RECOMMENDATION:

That the Board of Trustees approve the Revised Design Budget of \$2,600,000, as detailed in the attached project budget, for the Mirror Lake Improvements project, for the Revised Design phase. The project will design and construct safety, water quality and watershed improvements identified in the feasibility study. The Administration recommends that the Board of Trustees adopt the Resolution below.

RESOLUTION:

“Be it resolved that the Board of Trustees approve the use of \$2,600,000 in UCONN 2000 bond funds for the Mirror Lake Improvements project.”

BACKGROUND:

Mirror Lake has been a beloved and historic campus landmark since 1922. After multiple decades of deferred maintenance; accumulating silt, sediment and pollutants; significant campus development within its watershed over the same period of time resulting in an undersized stormwater facility; and, a damaged spillway and a dam that recently received an elevated hazard classification, various improvements to Mirror Lake are now essential. Numerous studies recently completed for Mirror Lake – an unimplemented dredging plan in 2012, a campus master plan and water quality assessment in 2015, a campus drainage master plan in 2018, a dam inspection report in 2020, and a feasibility study in 2021 – each concluded with recommendations for the University to take action.

This project will design and construct improvements that were identified in the feasibility study and satisfy requirements of the campus drainage master plan in order to execute an MOU between UConn and DEEP and a master flood management certificate (FMC) for the Roberts

Brook watershed. The improvements will also support other project milestones and planned openings within the watershed, such as the proposed South Campus Residence Hall and its enabling infrastructure.

The Mirror Lake Improvements project is currently in the Design Phase with anticipated design completion in Fall 2022. Construction is anticipated to begin in Spring 2023 with a Construction Manager and be complete in Fall 2024.

The Revised Design Budget is attached for your information.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: **REVISED DESIGN**

PROJECT NAME: **MIRROR LAKE IMPROVEMENTS**

<u>BUDGETED EXPENDITURES</u>	APPROVED PLANNING 3/23/2020	APPROVED REVISED PLANNING 10/5/2020	APPROVED DESIGN 10/27/2021	PROPOSED REVISED DESIGN 3/30/2022
	PRC	PRC		
CONSTRUCTION	\$ -	\$ -	\$ -	\$ 500,000
DESIGN SERVICES	45,000	300,000	1,250,000	1,700,000
TELECOMMUNICATIONS	-	-	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-	-	-
CONSTRUCTION ADMINISTRATION	-	-	-	-
OTHER AE SERVICES (including Project Management)	2,000	14,000	50,000	80,000
ART	-	-	-	-
RELOCATION	-	-	-	-
ENVIRONMENTAL	-	-	125,000	80,000
INSURANCE AND LEGAL	1,000	1,000	5,000	5,000
MISCELLANEOUS	-	-	-	-
OTHER SOFT COSTS	-	-	-	-
SUBTOTAL	\$ 48,000	\$ 315,000	\$ 1,430,000	\$ 2,365,000
PROJECT CONTINGENCY	12,000	60,000	170,000	235,000
TOTAL BUDGETED EXPENDITURES	\$ 60,000	\$ 375,000	\$ 1,600,000	\$ 2,600,000
<u>SOURCE(S) OF FUNDING*</u>				
UCONN 2000 BOND FUNDS	\$ 60,000	\$ 375,000	\$ 1,600,000	\$ 2,600,000
TOTAL BUDGETED FUNDING	\$ 60,000	\$ 375,000	\$ 1,600,000	\$ 2,600,000

* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

MIRROR LAKE IMPROVEMENTS

Project Budget (REVISED DESIGN)

March 30, 2022

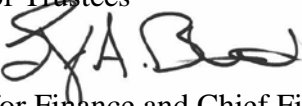



Proposed Improvements Plan – Basis of Design

ATTACHMENT 5

March 30, 2022

TO: Members of the Board of Trustees

FROM: Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

Laura Cruickshank 
Associate Vice President, Master Planner and Chief Architect

RE: Project Budget for Gilbert Road Site Preparation (Revised Design: \$1,250,000)

RECOMMENDATION:

That the Board of Trustees approve the Revised Design Budget of \$1,250,000, as detailed in the attached project budget, for the Gilbert Road Site Preparation project for the Design Phase. The Administration recommends that the Board of Trustees adopt the Resolution below.

RESOLUTION:

“Be it resolved that the Board of Trustees approve the use of \$1,250,000 in UConn 2000 Bond funds for the Revised Design Phase for the Gilbert Road Site Preparation project.”

BACKGROUND:

This project prepares the area along Gilbert Road for the future construction of the South Campus Residence Hall. In addition to trees, sidewalks and other site features, the footprint of the new building is in conflict with an existing house at 4 Gilbert Road. The house was constructed circa 1917 as faculty housing and is a remnant of the University's row housing that was on the perimeter of the original campus. However, due to overall campus growth, the house is now in a more densely populated area, surrounded by larger collegiate structures. Because of its small size, it is not suitable for the majority of academic uses. Seven of nine remaining faculty houses were allowed to be demolished in 2016 to facilitate campus development of the Student Recreation Center and the South Campus Commons.

The Revised Design Phase of this project will continue the development of options for this house and the site.

A final direction for the project is anticipated in late Spring and construction costs will be estimated based on the final option chosen.

The Revised Design Phase Budget is attached for your information.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: **REVISED DESIGN**

PROJECT NAME: **GILBERT ROAD SITE PREPARATION**


<u>BUDGETED EXPENDITURES</u>	<u>APPROVED PLANNING 10/22/2021</u>	<u>APPROVED DESIGN 3/15/2022</u>	<u>PROPOSED REVISED DESIGN 3/30/2022</u>
	PRC	PRC	
CONSTRUCTION	\$ -	\$ -	\$ 50,000
DESIGN SERVICES	300,000	375,000	925,000
TELECOMMUNICATIONS	-	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-	-
CONSTRUCTION ADMINISTRATION	-	-	-
OTHER AE SERVICES (including Project Management)	15,000	20,000	37,500
ART	-	-	-
RELOCATION	-	-	-
ENVIRONMENTAL	30,000	30,000	130,000
INSURANCE AND LEGAL	5,000	5,000	5,000
MISCELLANEOUS	-	-	-
OTHER SOFT COSTS	-	-	-
SUBTOTAL	\$ 350,000	\$ 430,000	\$ 1,147,500
PROJECT CONTINGENCY	50,000	65,000	102,500
TOTAL BUDGETED EXPENDITURES	\$ 400,000	\$ 495,000	\$ 1,250,000
 <u>SOURCE(S) OF FUNDING</u>			
UCONN 2000 Bond Funds	\$ 400,000	\$ 495,000	\$ 1,250,000
TOTAL BUDGETED FUNDING	\$ 400,000	\$ 495,000	\$ 1,250,000

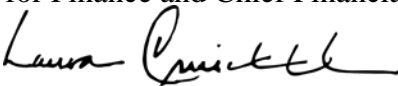
* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

ATTACHMENT 6

March 30, 2022

TO: Members of the Board of Trustees

FROM: Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

Laura Cruickshank 
Associate Vice President, Master Planner and Chief Architect

RE: Project Budget for North Campus Student Room Renovations – Phase 3
(Final: \$2,415,000)

RECOMMENDATION:

That the Board of Trustees approve the Final Budget of \$2,415,000, as detailed in the attached project budget, for the North Campus Student Room Renovations – Phase 3 project for construction. The Administration recommends that the Board of Trustees adopt the Resolution below.

RESOLUTION:

“Be it resolved that the Board of Trustees approve the use of \$2,415,000 in University funds for North Campus Student Room Renovations – Phase 3 and approve the request for a waiver of the three-stage budget approval process to allow construction to proceed after bids have been received and evaluated for conformance with the project scope and budget.”

BACKGROUND:

Hartford, Baldwin, Hurley and McConaughy Halls, within North Campus, were built in 1950 to accommodate the surge of students that came in the post-World War II years. The scope of this student room improvement project is to remove all asbestos floor tiles and hazardous material in the ceiling materials and provide new flooring, lighting and paint as well as new pipe insulation. All of the fire alarm devices within the rooms and throughout all the buildings will be upgraded as they are current obsolete.

Residential Life Facilities - North Campus Residence Halls Renovations – Phase 3 Project is currently in the Bidding Phase. Construction is anticipated to begin in May 2022 and completed in August 2022.

The Final Budget is based on the low bid and project costs developed by University Planning, Design and Construction.

The Final Budget is attached for your information.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: **FINAL**

PROJECT NAME: **NORTH CAMPUS STUDENT ROOM RENOVATIONS PHASE 3**

<u>BUDGETED EXPENDITURES</u>	<u>APPROVED PLANNING 10/22/2021</u>	<u>PROPOSED FINAL 3/30/2022</u>
	PRC	
CONSTRUCTION	\$ -	\$ 1,875,350
DESIGN SERVICES	75,000	63,000
TELECOMMUNICATIONS	-	10,000
FURNITURE, FIXTURES AND EQUIPMENT	-	-
CONSTRUCTION ADMINISTRATION	-	-
OTHER AE SERVICES (including Project Management)	5,000	75,000
ART	-	-
RELOCATION	-	-
ENVIRONMENTAL	-	140,000
INSURANCE AND LEGAL	5,000	-
MISCELLANEOUS	-	5,000
OTHER SOFT COSTS	-	-
SUBTOTAL	\$ 85,000	\$ 2,168,350
PROJECT CONTINGENCY	15,000	246,650
TOTAL BUDGETED EXPENDITURES	<u>\$ 100,000</u>	<u>\$ 2,415,000</u>
 <u>SOURCE(S) OF FUNDING</u>		
UNIVERSITY FUNDS	<u>\$ 100,000</u>	<u>\$ 2,415,000</u>
TOTAL BUDGETED FUNDING	<u>\$ 100,000</u>	<u>\$ 2,415,000</u>

* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.


NORTH CAMPUS RENOVATIONS PHASE 3
Project Budget (FINAL)
March 30, 2022




ATTACHMENT 7

March 30, 2022

TO: Members of the Board of Trustees

FROM: Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

Laura Cruickshank 
Associate Vice President, Master Planner and Chief Architect

RE: Project Budget for B4 Steam Vault and Line Exigent Repair (Final: \$5,500,000)

RECOMMENDATION:

That the Board of Trustees approve the Final Budget of \$5,500,000 as detailed in the attached project budget, for the B4 Steam Vault and Line Exigent Repair project, for procuring services and contracts, and completing design and construction, in accordance with Procurement's Policy and Procedure for Exigent Projects. The Administration recommends that the Board of Trustees adopt the Resolution below.

RESOLUTION:

“Be it resolved that the Board of Trustees approve the use of \$5,500,000 in University funds and the use of exigent procedures to procure services and contracts, design and construct repairs and replacements for the B4 Steam Vault and Line Exigent Repair project.”

BACKGROUND:

The University recently experienced a failure in one or more of the steam system components within the existing B4 steam vault and lines located on the Central Utility Plant access road off Glenbrook Road. A feasibility study for the vault and steam system replacement has been completed, which also includes extending new direct-buried steam piping from the Cogeneration Facility through the existing north utility tunnel to the B4 vault. The feasibility study provided conceptual site plans, narratives for the replacement and removal of the failed steam vault, and development of a conceptual estimate for the construction cost. This project will be performed under the Exigent Project process due to the critical nature of this piece of infrastructure.

The University has been advised by its consultant engineer that the steam and condensate return pipes should be replaced as expeditiously as possible to avoid similar failures. A steam system

failure at this location poses a public safety hazard and has the additional potential of disrupting services to extensive portions of the campus for extended periods of time.

Emergency measures (not included in this request) have already been taken in response to the conditions and include the isolation of the failed components in the B4 Steam Vault, redirection of steam flow to serve areas west of the B4 Steam Vault, preparations made for temporary steam generators to provide steam to Engineering II and Bronwell, diversion of condensate flow to other drains, and attaining early commitments for replacement steam and condensate vaults and components due to ongoing national supply chain issues and the long-lead times involved.

In accordance with the engineer's recommendations, this project intends to replace the steam and condensate return lines as expeditiously as possible and seeks approval of an Exigent Procurement to ensure that the work is completed in the shortest possible time frame. An exigent construction approach is necessary to secure the work and ancillary services to support the installation of the new steam vault and pipes. Exigent procurement services are required due to the long lead time with manufacturing and delivery. It is not feasible to use a traditional procurement process, involving the pre-qualification and subsequent bidding for the construction services, to secure the necessary services to align with the arrival of the components and timetable for the replacements.

The Connecticut General Statutes generally require the University to competitively procure its contracts, except in cases of emergency and need for exigent procedures. This request for approval of the exigent procedure for design and construction and engagement of Whiting-Turner for the B4 Steam Vault and Line Exigent Repair project is in accordance with Procurement's Policy and Procedure for Exigent Projects. Whiting-Turner will be utilized as the construction manager on an exigent basis to undertake the repair and replacement work. Whiting Turner is currently under contract with the University as Construction Manager on the adjacent Gant Building Renovation project and has significant experience in this type of work. BVH will be engaged for design under their existing on-call framework contract to undertake inspections, condition assessments, the vault structure and new steam line repairs and replacements.

The B4 Steam Vault and Line Exigent Repair project is currently in the planning phase and is estimated to be complete by the Fall 2022.

The proposed Final Budget is based on preliminary engineering estimates. The project will be resubmitted to the Board of Trustees for additional approvals if costs are projected to exceed these preliminary estimates.

The Final Budget is attached for your information.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: **FINAL**

PROJECT NAME: **B4 STEAM VAULT and LINE EXIGENT REPAIR**

<u>BUDGETED EXPENDITURES</u>	<u>APPROVED PLANNING 2/3/2022</u>	<u>APPROVED DESIGN 2/24/2022</u>	<u>PROPOSED FINAL 3/30/2022</u>
	PRC	PRC	
CONSTRUCTION	\$ -	\$ -	\$ 3,600,000
DESIGN SERVICES	50,000	350,000	350,000
TELECOMMUNICATIONS	-	-	-
FURNITURE, FIXTURES AND EQUIPMENT	-	-	-
CONSTRUCTION ADMINISTRATION	-	15,000	194,000
OTHER AE SERVICES (including Project Management)	-	15,000	242,000
ART	-	-	-
RELOCATION	-	-	-
ENVIRONMENTAL	25,000	25,000	149,000
INSURANCE AND LEGAL	5,000	5,000	10,000
MISCELLANEOUS	-	-	5,000
OTHER SOFT COSTS	-	-	-
SUBTOTAL	\$ 80,000	\$ 410,000	\$ 4,550,000
PROJECT CONTINGENCY	20,000	65,000	950,000
TOTAL BUDGETED EXPENDITURES	<u>\$ 100,000</u>	<u>\$ 475,000</u>	<u>\$ 5,500,000</u>
<u>SOURCE(S) OF FUNDING</u>			
UNIVERSITY FUNDS	<u>\$ 100,000</u>	<u>\$ 475,000</u>	<u>\$ 5,500,000</u>
TOTAL BUDGETED FUNDING	<u>\$ 100,000</u>	<u>\$ 475,000</u>	<u>\$ 5,500,000</u>

* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

ATTACHMENT 8

UConn HEALTH

March 30, 2022

TO: Members of the Board of Trustees

FROM: Bruce T. Liang, MD, FACC 
Interim Chief Executive Officer and EVP for Health Affairs | UConn Health

Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

RE: Project Budget for the UConn Health Electro Physiology (EP) Lab Equipment Replacement & Renovation (Planning: \$2,500,000)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget in the amount of \$2,500,000, as detailed in the attached project budget for the UConn Health Electro Physiology (EP) Lab Equipment Replacement & Renovation Project.

RESOLUTION:

“Be it resolved that the Board of Trustees approve of the use of \$2,500,000 of UConn Health Capital Funds for the UConn Health Electro Physiology (EP) Lab Equipment Replacement & Renovation.”

BACKGROUND:

The UConn Health Electro Physiology (EP) Lab is a minimally invasive surgical unit that utilizes a fluoroscopic x-ray imaging system specifically designed to visually and quantitatively evaluate the anatomy and function of blood vessels of the heart to perform minimally invasive surgical techniques associated with the treatment of various cardiovascular conditions. The EP Lab imaging system was installed in 2007 and has reached the end of service life. This project will replace the outdated imaging equipment and renovate the surgical unit to comply with current Connecticut Department of Health guidelines.

The Planning Budget is attached for your consideration. The Planning Budget is based on conceptual estimates and is subject to change based upon actual design work. The Planning Budget is anticipated to be approved by the Board of Directors at their meeting on March 14, 2022.

Attachments

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

**PROJECT NAME: UCONN HEALTH - ELECTRO PHYSIOLOGY (EP) LAB EQUIPMENT
REPLACEMENT & RENOVATION**

<u>BUDGETED EXPENDITURES</u>	<u>PROPOSED PLANNING 3/30/2022</u>
CONSTRUCTION	\$ 650,000
DESIGN SERVICES	98,000
TELECOMMUNICATIONS	3,000
FURNITURE, FIXTURES AND EQUIPMENT	1,422,000
CONSTRUCTION ADMINISTRATION	-
OTHER AE SERVICES (including Project Management)	-
ART	-
RELOCATION	-
ENVIRONMENTAL	-
INSURANCE AND LEGAL	-
MISCELLANEOUS	1,000
SUBTOTAL	\$ 2,174,000
PROJECT CONTINGENCY	326,000
TOTAL BUDGETED EXPENDITURES	\$ 2,500,000
<u>SOURCE(S) OF FUNDING*</u>	
UCONN HEALTH CAPITAL FUNDS	\$ 2,500,000
TOTAL BUDGETED FUNDING	\$ 2,500,000

* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

UCONN HEALTH/IMPROVEMENTS
UConn Health Electro Physiology (EP) Lab Equipment
Replacement & Renovation
Project Budget (Planning) \$2,500,000
March 30, 2022




EXISTING ELECTRO PHYSIOLOGY (EP) LAB

ATTACHMENT 9

UConn HEALTH

March 30, 2022

TO: Members of the Board of Trustees

FROM: Bruce T. Liang, MD, FACC 
Interim Chief Executive Officer and EVP for Health Affairs | UConn Health

Lloyd A. Blanchard 
Interim Vice President for Finance and Chief Financial Officer

RE: Project Budget for the UConn Health Cardio Catheterization (Cath) Lab
Equipment Replacement & Renovation (Planning: \$3,700,000)

RECOMMENDATION:

That the Board of Trustees approve the Planning Budget in the amount of \$3,700,000, as detailed in the attached project budget for the UConn Health Cardio Catheterization (Cath) Lab Equipment Replacement & Renovation Project.

RESOLUTION:

“Be it resolved that the Board of Trustees approve of the use of \$3,700,000 of UConn Health Capital Funds for the UConn Health Cardio Catheterization (Cath) Lab Equipment Replacement & Renovation.”

BACKGROUND:

The UConn Health Cardio Catheterization (Cath) Lab is a minimally invasive surgical unit that utilizes a fluoroscopic x-ray imaging system specifically designed to visually and quantitatively evaluate the anatomy and function of blood vessels of the heart to perform minimally invasive surgical techniques associated with the treatment of various cardiovascular conditions. The Cath Lab imaging system was installed in 2007 and has reached the end of service life. This project will replace the outdated imaging equipment and renovate the surgical unit to comply with current Connecticut Department of Health guidelines.

The Planning Budget is attached for your consideration. The Planning Budget is based on conceptual estimates and is subject to change based upon actual design work. The Planning Budget is anticipated to be approved by the Board of Directors at their meeting on March 14, 2022.

Attachment

CAPITAL PROJECT BUDGET REPORTING FORM

TYPE BUDGET: PLANNING

**PROJECT NAME: UCONN HEALTH - CARDIO CATHETERIZATION (CATH) LAB
EQUIPMENT REPLACEMENT & RENOVATION**

<u>BUDGETED EXPENDITURES</u>	<u>PROPOSED PLANNING 3/30/2022</u>
CONSTRUCTION	\$ 650,000
DESIGN SERVICES	72,000
TELECOMMUNICATIONS	8,000
FURNITURE, FIXTURES AND EQUIPMENT	2,475,000
CONSTRUCTION ADMINISTRATION	-
OTHER AE SERVICES (including Project Management)	-
ART	-
RELOCATION	1,000
ENVIRONMENTAL	-
INSURANCE AND LEGAL	-
MISCELLANEOUS	12,000
SUBTOTAL	\$ 3,218,000
PROJECT CONTINGENCY	482,000
TOTAL BUDGETED EXPENDITURES	\$ 3,700,000
<u>SOURCE(S) OF FUNDING*</u>	
UCONN HEALTH CAPITAL FUNDS	\$ 3,700,000
TOTAL BUDGETED FUNDING	\$ 3,700,000

* This budget reflects the University's current intended source(s) of funding for the specified project. The University may adjust this funding plan in order to ensure compliance with applicable federal and state law(s) or to strategically utilize all fund sources, within the approved budget amount, as appropriate.

UCONN HEALTH/IMPROVEMENTS
UConn Health Cardio Catheterization (Cath) Lab
Equipment Replacement & Renovation
Project Budget (Planning) \$3,700,000
March 30, 2022



EXISTING CARDIO CATHETERIZATION (CATH) LAB

ATTACHMENT 10

UNIVERSITY OF CONNECTICUT
TENURE AT HIRE RECOMMENDATIONS
PRESENTED TO THE BOARD OF TRUSTEES - March 30, 2022

<u>NAME</u>	<u>DEPARTMENT</u>	<u>SCHOOL/COLLEGE</u>
TENURE AS PROFESSOR		
Rivas, Megan	Dramatic Arts	Fine Arts
TENURE AS ASSOCIATE PROFESSOR		
Hu, Chao	Mechanical Engineering	Engineering
Burkey, Daniel	Chemical and Biomolecular Engineering	Engineering

ATTACHMENT 11

UNIVERSITY OF CONNECTICUT - School of Nursing
PROMOTION AND TENURE RECOMMENDATIONS
PRESENTED TO THE BOARD OF TRUSTEES - March 30, 2022

<u>NAME</u>	<u>DEPARTMENT</u>
PROMOTION TO ASSISTANT CLINICAL PROFESSOR (Non-Tenure Track) Brescia, Maryann	Nursing

ATTACHMENT 12

University of Connecticut Department of Human Resources
Emeritus Retirees
MARCH 30, 2022 Board of Trustees Meeting

<u>NAME</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>SCHOOL/COLLEGE*</u>	<u>RETIRED</u>	<u>HIRED</u>
Babb, Ivar	Research Professor	Marine Sciences	CLAS	5/1/2017	3/25/1998
Baxter, Donald L. M.	Professor	Philosophy	CLAS	1/1/2022	9/1/1990
Crespi, Jean M.	Associate Professor	Geosciences	CLAS	1/1/2022	9/1/1992
Frasca, Salvatore	Professor	Pathobiology	CAHNR	1/1/2022	1/8/1998
Gouwens, Kenneth V.	Professor	History	CLAS	1/1/2022	8/23/1998
Noll, Kenneth M.	Professor	Molecular and Cell Biology	CLAS	1/1/2022	9/1/1990
Reis Renzulli, Sally R.	Distinguished Professor	Educational Psychology	EDU	1/1/2022	9/1/1989
Shaw, Francine W.	Associate Professor	English	CLAS	1/1/2022	9/1/1980
Wallace, Michael	Professor	Sociology	CLAS	1/1/2022	8/1/2001
Andrew, Sheila M.	Professor	Animal Science	CAHNR	2/1/2022	2/1/1995
Dautrich, Kenneth J.	Associate Professor	Public Policy	CLAS	2/1/2022	1/1/1995
Fernow, Todd D.	Professor	Law Instruction and Research	LAW	2/1/2022	8/1/1983
Kazmer, Gary W.	Associate Professor	Animal Science	CAHNR	2/1/2022	9/1/1986
Bravo-Ureta, Boris E.	Professor	Agricultural and Resource Econ	CAHNR	3/1/2022	12/8/1980

*Key

CLAS – College of Liberal Arts & Sciences

CAHNR – College of Agriculture, Health & Natural Resources

EDU – Neag School of Education

LAW – School of Law

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs



RE: Designation of Emeritus Status

RECOMMENDATION:

That the Board of Trustees appoint retired faculty member Ivar Babb to emeritus status.

BACKGROUND:

Following recommendations of the Retirement Committee and of Interim President Radenka Maric, the following retired faculty member is presented to the Board of Trustees for appointment to emeritus status.

Professor Ivar Babb retired on May 1, 2017 from the College of Liberal Arts and Sciences; Department of Marine Sciences, after 29 years of service to the University. Professor Babb served as program director and associate director for the National Undersea Research Center (NURC), director of the Northeast Underwater Research, Technology and Education Center, and, most recently, as research scientist. Director for NURC, Professor Babb facilitated the research of many other scientists using advanced underwater technologies. NURC was only one of six such centers established by NOAA to support academic research, and thus Mr. Babb's efforts at NURC brought high visibility and a positive reputation to UConn as a leader in research on underwater technology. As part of his work at NURC, Professor Babb was involved in securing more than \$30 million in research grants and contracts. In addition, he has a number of published peer-reviewed publications and technical reports. His peers at other institutions have recognized his accomplishments by inviting him to speak at a range of conferences including the Long Island Sound Research Conference, the National Marine Education Association Meeting, and Connecticut's Science and Humanities Symposium.

In terms of teaching, Mr. Babb co-founded the Aquanat Program, a hands-on research experience for teachers and their students working to address real-world issues through field and laboratory-based experiences using advanced underwater technologies. These collaborations included the American School for the Deaf in East Hartford. Professor Babb has been involved in the National Association of Marine Laboratories (NAML) since 1991. He served as president in 2010-2011. If approved by the Board of Trustees, he would be appointed to the status of "Research Professor Emeritus."

ATTACHMENT 13

**University of Connecticut Office of the Provost
Sabbatical Leave Recommendations Requiring Board of Trustees Approval
March 30, 2022 Board of Trustees Meeting**

SABBATICAL MODIFICATIONS/POSTPONEMENTS

NAME	TITLE	DEPARTMENT	SCHOOL/COLLEGE	PAY	PERIOD
Baumann, Hannes	Associate Professor	Marine Sciences	Liberal Arts and Sciences Change to	Half Half	AY 2022-2023 AY 2023-2024
Schweitzer, Peter	Professor	Physics	Liberal Arts and Sciences Change to	Full Full	Fall 2022 Spring 2023
Ba, Sulin	Professor	Business	Business Change to	Full Full	Spring 2022 Spring 2023
Urban, Mark C	Professor	Ecology and Evolutionary Biology	Liberal Arts and Sciences Change to	Full Full	Spring 2022 Fall 2022
Zhong, Xiaobo	Professor	Pharmaceutical Science	Pharmacy Change to	Full Full	Spring 2022 Spring 2023

SABBATICAL LEAVE REQUESTS


NAME	TITLE	DEPARTMENT	SCHOOL/COLLEGE	PAY	PERIOD
Biggs, Frederick	Professor	English	Liberal Arts and Sciences	Full	Spring 2023
Connors, Jeffrey	Associate Professor	Mathematics	Liberal Arts and Sciences	Full	Spring 2023
Cosgel, Metin M	Professor	Economics	Liberal Arts and Sciences	Full	Spring 2023
D'Alessio, David	Associate Professor	Communication	Liberal Arts and Sciences	Full	Spring 2023
Dey, Dipak K	Distinguished Professor	Statistics	Liberal Arts and Sciences	Full	Spring 2023
Howard, Elizabeth	Associate Professor	Curriculum and Instruction	Education	Full	Spring 2023
Hwang, Jungbin	Assistant Professor	Economics	Liberal Arts and Sciences	Full	Spring 2023
Lawrence, Beth A	Assistant Professor	Natural Resources and the Environment	Agriculture, Health and Natural Resources	Full	Spring 2023
Loturco, Joseph J	Professor	Physiology and Neurobiology	Liberal Arts and Sciences	Full	Spring 2023
Milan, Stephanie	Associate Professor	Psychological Sciences	Liberal Arts and Sciences	Full	Spring 2023
Sung, Chih-Jen	Professor	Mechanical Engineering	Engineering	Full	Fall 2022
Agrios, Alexander	Associate Professor	Civil and Environmental Engineering	Engineering	Full	Fall 2022
Balma, Philip W	Associate Professor	Literatures, Cultures, and Languages	Liberal Arts and Sciences	Full	Spring 2023

NAME	TITLE	DEPARTMENT	SCHOOL/COLLEGE	PAY	PERIOD
Buck, Ross W	Professor	Communication	Liberal Arts and Sciences	Full	Fall 2022
Burton, Leslie Ann	Professor	Psychological Sciences	Liberal Arts and Sciences	Full	Spring 2024
Cai, Meina	Assistant Professor	Political Science	Liberal Arts and Sciences	Full	Spring 2023
Carillo, Ellen	Professor	English	Liberal Arts and Sciences	Full	Fall 2023
Eaton, Lisa A	Professor	Human Development and Family Sciences	Liberal Arts and Sciences	Full	Spring 2023
Fahey, Robert T	Assistant Professor	Natural Resources and the Environment	Agriculture, Health and Natural Resources	Full	Spring 2023
Fisher, Robert	Professor	Social Work	Social Work	Half	AY 2022-2023
Fuller, Benjamin	Assistant Professor	Computer Science and Engineering	Engineering	Full	Fall 2022
Gogarten, Johann P	Distinguished Professor	Molecular and Cell Biology	Liberal Arts and Sciences	Half	AY 2022-2023
Hamilton, Mark A	Professor	Communication	Liberal Arts and Sciences	Full	Spring 2023
Knapp, Kathy	Associate Professor	English	Liberal Arts and Sciences	Full	Spring 2023
Litman, Ellen	Associate Professor	English	Liberal Arts and Sciences	Full	Spring 2023
Olson, Sherri L	Professor	History	Liberal Arts and Sciences	Full	Fall 2022
Pacheco Defigueiredo, Miguel F	Associate Professor	Law	Law	Half	AY 2022-2023
Simonsen, William	Professor	Public Policy	Liberal Arts and Sciences	Full	Spring 2023
Tonry, Kathleen	Associate Professor	English	Liberal Arts and Sciences	Half	CY 2023
Vials, Christopher R.	Director and Professor	English	Liberal Arts and Sciences	Full	Spring 2023
Zhao, Xinyu	Associate Professor	Mechanical Engineering	Engineering	Half	AY 2022-2023

ATTACHMENT 14

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs 

RE: Appointment of Professor José E. Manautou, Ph.D. to the Boehringer-Ingelheim Pharmaceuticals, Inc. Chair in Mechanistic Toxicology

RECOMMENDATION:

That the Board of Trustees appoint Professor José E. Manautou, Ph.D. to the Boehringer-Ingelheim Pharmaceuticals, Inc. Chair in Mechanistic Toxicology.

BACKGROUND:

This Chair was established in 2006 by an endowment from Boehringer-Ingelheim Pharmaceuticals, Inc. The School of Pharmacy unanimously supports José E. Manautou, Ph.D. for the position of Boehringer-Ingelheim Pharmaceuticals, Inc. Chair in Mechanistic Toxicology.

The decision to appoint was made following the Office of the Provost procedure; this recommendation is being made based on consultation with the Dean of the School of Pharmacy and recommendations from the search committee. An internal search was conducted after consultation with the Provost's Office and approval from the Vice President of Nonclinical Drug Safety US at Boehringer-Ingelheim. A representative from Boehringer-Ingelheim served as a member of the internal search committee, which also included three School of Pharmacy faculty. I strongly support the recommendation of the Dean and search committee..

Professor Manautou (Ph.D.) is a Professor of Pharmacology & Toxicology and the Head of the Department of Pharmaceutical Sciences. Professor Manautou has a strong history of research excellence and dedicated service in the area of mechanistic toxicology. He has a distinguished record in the field as demonstrated through highly impactful scholarly publications that have advanced the field as well as a record of consistent extramural funding. In addition, he has provided exemplary service to both national and international toxicology organizations, including in his current position as President-Elect of the International Union of Toxicology. Finally, Professor Manautou has cultivated extensive contacts with toxicologists in pharmaceutical industry, which will serve him well in his role as an ambassador for the School and University to Boehringer-Ingelheim.

ATTACHMENT 15

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs



RE: Graduate Certificate in Literacy Leadership

RECOMMENDATION:

That the Board of Trustees approve a new Graduate Certificate in Literacy Leadership.

BACKGROUND:

The Department of Curriculum and Instruction currently offers one Reading Education MA/Sixth Year Program that prepares students for two different endorsements: Remedial Reading and Remedial Language Arts (102) and Reading and Language Arts Consultant (097). There are many concentrations within the Reading Education program, which can cause confusion for students when selecting from the catalog. The Council for the Accreditation of Educator Preparation (CAEP) bases accreditation on enrollment in 097, which is difficult to track with students entering and exiting both 102 and 097 at different times. In creating the new certificate in Literacy Leadership, students will be prepared to meet all license requirements for 097, and the department will have better measures for tracking recruitment, enrollment, and completion data.

The program will be offered as a 12-credit graduate certificate designed for educators interested in obtaining the 097 Reading and Language Arts Consultant certification. Students will be required to take EDCI 5150 or 5155; EDCI 5160; and six credits of EDCI 5092 (practicum). It is estimated that there will be eight students admitted annually and will graduate within a calendar year (academic year and summer). Graduates will take a state-required licensure exam at the end of their program.

Request for New UConn Academic Degree Program

General Information

Name of degree program:	Literacy Leadership
Name of sponsoring Department:	Curriculum and Instruction
Name of sponsoring College:	NEAG School of Education
Campuses:	Storrs
Contact persons:	Rachael Gabriel
Type of Proposal:	New
Type of Program:	Graduate Certificate
Anticipated Initiation Date:	Spring 2022
Program Payment Type:	Tuition-based
CIP Code:	13.1315

Justification for the new program

The reason for this proposal is to help us improve tracking of enrollment and completion for CAEP. We currently have one Reading Education MA/Sixth Year program that prepares students for two different endorsements: Remedial Reading and Remedial Language Arts (102) and Reading and Language Arts Consultant (097), and some students come for one and not the other. Currently, we have multiple concentrations within that Reading Education program listed in the Graduate Catalog and it is confusing for students to know which one to select when they apply. The majority of students enter to complete the 102 program and then take the classes to later complete the 097. Others just take the required 12 credits as non-degree students. Since CAEP is based on 097 enrollment and completion and students usually enter via the 102, this makes tracking recruitment enrollment and completion data difficult as people enter and exit the program at different times.

Are there similar programs in CT or elsewhere?

There are no similar programs to our knowledge. These courses are usually combined in longer programs of various compositions.

What are the desired learning outcomes of the program?

Students will be prepared to meet all licensure requirements for the 097 endorsement: Literacy Consultant.

Program Description

The Neag School of Education program in Literacy Leadership is a 12-credit graduate certificate designed for educators interested in obtaining the 097 Reading and Language Arts Consultant certification. Prerequisites include all coursework leading to the 102 endorsement (remedial reading teacher), including a 6-credit supervised clinical experience.

Proposed Graduate Catalogue Copy

Literacy Leadership Graduate Certificate: The Neag School of Education program in Literacy Leadership is a 12-credit graduate certificate designed for educators interested in obtaining the 097 Reading and Language Arts Consultant certification. Students are required to take EDCI 5150 or 5155; EDCI 5160; and six credits of EDCI 5092 (practicum).

Enrollment and Graduate Projections: We estimate that 8 students will be admitted annually and will graduate within a calendar year (academic year and summer).

Program Evaluation

Graduates take a state-required licensure exam at the end of their program, which can be used as feedback. In addition, the student learning outcomes that are the result of our clinical practica are used as formative assessments of clinical impact. We also track patterns of employment over time.

Program Administration

Admissions will occur on a rolling basis and include both internal applicants from our masters and sixth year certificates in reading education, and external applicants who have completed similar prerequisites elsewhere.

Funding and financial Resources

None

Other Resource Needs

None

Consultation with other potentially affected units

We have consulted with the EPSY department to avoid confusion because it also offers graduates a certificate in the area of reading.

Who can apply for this program?

Internal applicants (current UConn students enrolled in another UConn degree or certificate program),
External applicants (individuals who are not currently UConn students)

Anticipated term and year for first enrollment?

Spring 2022

Admission requirements

A 3.0 or better in all courses required on the plan of study for the 102 endorsement.

Required for application

Personal Statement

Term(s) to which students will be admitted

Fall, Spring, Summer

Application deadline

Rolling

Program Director

Rachael Gabriel rachael.gabriel@uconn.edu


Administrative Contact

Christine North christine.north@uconn.edu

ATTACHMENT 16

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D. 
Provost and Executive Vice President for Academic Affairs

RE: Graduate Certificate in Oceanographic Science & Technology

RECOMMENDATION:

That the Board of Trustees approve a new Graduate Certificate in Oceanographic Science & Technology.

BACKGROUND:

The School of Engineering Professional Education program will offer a joint certificate within the School of Engineering and the College of Liberal Arts and Sciences in Oceanographic Science & Technology. The certificate program supports the education and training of engineers and environmental scientists engaging in the growing fields of marine technology, ocean engineering, and marine renewable energy. The program will directly tie into efforts related to the University's high federal priority, the National Institute for Undersea Vehicle Technology (NIUVT).

In this program, students will learn about environmental factors, design challenges, and corresponding analysis that have direct applications to the growing fields of marine technology, ocean engineering, and marine renewable energy. Students completing the certificate will build competency in ocean fluid dynamics, oceanographic data analysis, underwater acoustics, and underwater sensing systems analysis and design.

This program is designed for working professionals and will include a set of 12-credit online courses in Marine Sciences, Mechanical Engineering, and Electrical & Computer Engineering. It is estimated there would be approximately 10-15 students enrolled for the first few years.

Request for New UConn Academic Degree Program

General Information

Name of degree program: Oceanographic Science & Technology Certificate
Name of sponsoring College: School of Engineering, College of Liberal Arts and Sciences
Campuses: Online
Contact Persons: Kylene Perras
Type of Proposal: New
Type of Program: Graduate Certificate
Program Payment Type: Fee based
CIP CODE: 14.2401

Justification for the New Program

The certificate program supports the education and training of engineers and environmental scientists engaging in the growing fields of marine technology, ocean engineering, and marine renewable energy. The program addresses immediate needs of industry partners and other organizations to educate their current workforce further. The program directly ties into efforts related to the University's high federal priority, the National Institute for Undersea Vehicle Technology (NIUVT).

Are there similar programs in Connecticut or elsewhere?

We are unaware of any similar graduate certificates in Connecticut. URI has an "Ocean Engineering" program that varies from ours in that they have an UG program, and also MS & PhD. They do not have anything that caters to working professionals (only residential programs).

What are the desired learning outcomes of the program?

Students will learn about the environmental factors, design challenges, and corresponding analysis that have direct applications to the growing fields of marine technology, ocean engineering, and marine renewable energy. Students completing the certificate will build competency in ocean fluid dynamics, oceanographic data analysis, underwater acoustics, and underwater sensing systems analysis and design.

The Ocean Fluid Dynamics course explores small-scale physical processes controlling ocean circulation and mixing. Students successfully completing the course will be able to describe ocean wave mechanics, interactions with currents, boundary layer processes, air-sea exchange, and turbulent dispersion. Students will gain experience in applying and interpreting the governing equations of fluid motion, physical scaling laws, and statistical analysis techniques. The Oceanographic Data Analysis course covers scientific programming and statistical,

frequency, spatial, and dynamic analysis in an oceanographic context. Students successfully completing the course will be able to use advanced scientific analysis software to conduct regressions, harmonic analysis, Fourier transforms, wavelet transforms, contouring, empirical orthogonal functions, and optimize dynamic models for oceanographic data sets. The Underwater Acoustics and Sensing Systems course covers the fundamentals of sound and acoustic applications in the ocean. Dynamical treatment includes the acoustic wave equation, ray theory, normal mode theory, and sonar equations. Students successfully completing the course will be able to describe factors affecting sound propagation in the ocean, simulate beam patterns, implement signal processing modules, and determine sonar detection ranges. The Underwater Sensor Systems Analysis and Design course explores the analysis and synthesis of underwater sensing and communication systems. Students successfully completing the course will be able to describe the parameters affecting underwater system performance, master techniques to analyze sensing systems, simulate effects of changing design parameters, and design an underwater system to meet specifications.

Program Description

This graduate certificate program is designed to train engineers and environmental scientists in Ocean Science & Technology. The program will be offered jointly by SoE and CLAS; it will be administered by SoE Professional Education (as described in the MOU). The overall focus is on the environmental factors, design challenges, and corresponding analysis with direct applications to the growing fields of marine technology, ocean engineering, and marine renewable energy.

Four courses are included in the certificate curriculum, two in marine sciences and two in engineering. One course (MARN 5200) is an existing course, while the others are new UConn offerings partially derived from other courses. The courses are open to students within the certificate program as well as graduate students in other UConn programs. Each course will be offered online. It is anticipated the courses in marine sciences will first be offered in synchronous online modality, while the engineering courses will have an asynchronous modality. One of the four courses will be offered each semester, so that students can complete the certificate in two years of enrollment. The courses are designed to be non-sequential so that students can begin the certificate in either the Fall or Spring semester and take courses as they are offered.

The program is designed to pair well with the schedules of working professionals. Students complete a 12-credit set of online courses in Marine Sciences, Mechanical Engineering, and Electrical & Computer Engineering. These courses build competency in ocean fluid dynamics, oceanographic data analysis, underwater acoustics, and underwater sensing systems analysis and design. The initial schedule, number and name, credits, current status, instructors, and approved

(or proposed) catalog description for each course is: Fall 2022: ECE 5XXX¹ Underwater Acoustics and Sensing Systems, 3 credits [under development], Frank Chan and Shengli Zhou. The underwater acoustics and sensing systems course covers the fundamentals of ocean acoustics, including the acoustic wave equation, ray theory, acoustic arrays and filters, ambient noise, scattering, absorption, an introduction to normal mode theory, and sonar equations. Computer simulation emphasizes acoustic ray tracing and propagation loss predictions. Spring 2023: MARN 5068 Ocean Fluid Dynamics, 3 credits, [approved by MARN C&C], Leonel Romero. The course covers small-scale physical processes controlling the circulation and mixing of the ocean. Topics include fundamental fluid mechanics, dimensional analysis, thermodynamics, turbulence, waves, wave-current interactions, and air-sea interaction. Fall 2023: ME 5XXX² Underwater Sensor Systems Analysis and Design, 3 credits [under development], Frank Chan. The course explores the analysis and synthesis of underwater sensing and communication systems. The intended applications of these systems and the factors that affect their performances in various environmental conditions. Size, weight, and cost provide the constraints to achieve the optimized (or compromised) design. Spring 2024: MARN 5200 Oceanographic Data Analysis, 3 credits, [existing course], Michael Whitney. Programming, data input/output, and graphing with advanced scientific analysis software. Analysis of temporal and spatial patterns in oceanographic datasets using multivariate regression, harmonic analysis, Fourier and wavelet transforms, empirical orthogonal functions, and three-dimensional mapping.

Proposed Graduate Catalog Copy

The graduate certificate program is designed to train engineers and environmental scientists in ocean science and technology. The certificate program focuses on the environmental factors, design challenges, and corresponding analysis with direct applications to the growing fields of marine technology, ocean engineering, and marine renewable energy. Students complete a 12-credit set of online courses in Marine Sciences, Mechanical Engineering, and Electrical & Computer Engineering. These courses build competency in ocean fluid dynamics, oceanographic data analysis, underwater acoustics, and underwater sensing systems analysis and design. Required Courses: MARN 5068, MARN 5200, ECE 5151, and one graduate level Mechanical Engineering course in underwater sensor systems. The certificate is jointly offered by the School of Engineering and the College of Liberal Arts and Sciences.

¹Number will be determined after the course is set up in PeopleSoft.

² Number will be determined after the course is set up in PeopleSoft.

Faculty Involvement

Leonel Romero (MARN 5068), Michael Whitney (MARN 5200), Frank Chan (ECE XXXX³ and ME XXXX⁴), Shengli Zhou (ECE XXXX⁵)

Enrollment and Graduation Projections

Enrollment estimates for the beginning coursework would be approximately 10-15 students for the first few years each AY.

Program Evaluations

Student progress will be evaluated with graded assignments and examinations in each course. Course content and delivery will be evaluated with online SET surveys and peer-faculty observations as part of SET+ evaluations. Students will be asked to complete an online exit interview/questionnaire upon completion of the certificate program; results will be shared with involved faculty. Overall program evaluation and planning will be conducted jointly with SoE and CLAS representatives with the support of SoE Professional Education.

Program Administration

All program decisions will be made jointly with SoE and CLAS. SoE Professional Education can help implement those changes via current website and promotional materials, as well as the program manager can work with the Grad Exec Committee for future approval of alterations the involved parties would like to make.

Funding and Financial Resources Needed:

None

Other resource needs

All typical resources that are utilized by Professional Ed students, access to library, Husky CT, etc.

Consultations with Other Potentially Affected Units

No other units will be affected.

³ Number will be determined after the course is set up in PeopleSoft.

⁴ Number will be determined after the course is set up in PeopleSoft.

⁵ Number will be determined after the course is set up in PeopleSoft.

Who can apply to this program?

Internal applicants (current UConn students enrolled in another UConn degree or certificate program), External applicants (individuals who are not currently UConn students)

Anticipated term and year of first enrollment

Fall 2022

Admission requirements

A typical applicant will have the following minimum qualifications:

- Baccalaureate (B.S.) degree from an accredited institution in an approved engineering or STEM discipline
- A cumulative grade-point average of 3.0 or better for the entire undergraduate record or
- A grade-point average of at least 3.0 for the last two undergraduate years
- Four semesters of Advanced Mathematics to include Calculus I and Calculus II along with two semesters of other advanced math topics such as: Linear Algebra, Differential Equations, Multivariable Calculus or comparable.

The certificate program does NOT require GRE for admission. In addition to the above, applicants must also satisfy all Graduate School Admission Requirements

Requirements for application to the program (in addition to transcripts)

Letters of Recommendation, Personal Statement, Other

Number of letters of recommendation: 1

Required materials (other): Transcript, Resume

Term(s) to which students will be admitted

Fall, Spring

Admission deadline (Specific Date)

7/20/2022

Program Director

Kylene Perras kylene.perras@uconn.edu

ATTACHMENT 17

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs



RE: Establishment of the School of Public Policy

RECOMMENDATION:

That the Board of Trustees approve the establishment of the School of Public Policy within the College of Liberal Arts and Sciences.

BACKGROUND:

The Department of Public Policy (DPP) currently offers four graduate programs (Master of Public Administration, Master of Public Administration Fellows (Executive) Track, Master of Public Policy, and Master of Arts in Survey Research), four graduate certificates (Nonprofit Management, Survey Research, Leadership and Public Management, and Public Financial Management), and an undergraduate minor in public policy. These programs prepare students for management careers in the public and nonprofit sectors, as well as survey research careers in the private, public, and nonprofit sectors. The public and nonprofit sectors employ more than 500,000 employees in Connecticut, accounting for 26% of the state's labor force. Ninety-eight percent of DPP graduates are placed into successful and purposeful careers. Future self-supporting expansion plans include an online Master of Nonprofit Management and a Master of Public Administration Fellows cohort at the Stamford Campus.

This proposed change results from a recommendation provided in the 2020 external review of DPP, which was then incorporated into the DPP strategic plan. UConn is one of only two in the top 23 public universities (that have MPA or MPP programs) where the program is not located in a school of public policy or affairs. A School of Public Policy will be more competitive for external grants, fundraising opportunities, and recruitment of graduate students and faculty talent. A UConn School of Public Policy also presents an opportunity for a major naming endowment, which is common among public policy schools in UConn's peer and aspirant institutions.

The establishment of the School of Public Policy will not require any additional resources. The School will be overseen by a School Director, who will report to the Dean of the College of Liberal Arts and Sciences. The School will function in a manner equivalent to a department within the CLAS, and the School Director will be hired and evaluated the same way that department heads are hired and evaluated.



University of Connecticut
College of Liberal Arts and Sciences

Office of the Dean

February 4, 2022

Provost Carl Lejuez
University of Connecticut
Storrs, CT 06269

Dear Carl,

I am writing to recommend that we support the request of the Department of Public Policy to transition to the School of Public Policy within the College of Liberal Arts and Sciences. The idea was raised in an external review of the department in March 2020, and was then incorporated into a strategic plan developed by the department in April 2021.

I concur with the head's assessment that the department in many ways functions similarly to peers that are labeled as "schools". In my experience, this term is commonly used for units that focus on providing professional, applied training and degrees such as those offered by Public Policy. The applied outreach and research, particularly related to the recent addition of the Institute for Municipal and Regional Policy (IMRP) to the department, are also more consistent with a "school".

No change in the structure, operations, or funding of the unit are proposed; the entity will still reside in and be overseen by the College of Liberal Arts and Sciences. However, I believe that changing the name to be more in line with what prospective students are seeking should increase the applicant pool. It also presents an opportunity for fundraising, potentially for a large gift tied to naming the school.

I hope you will join me in supporting this request. Ideally, we will be able to seek approval by the Board of Trustees in time for an April 2022 launch, which will allow the new school to promote the change at events in the latter half of the spring semester.

Sincerely,

Juli Wade
Dean

An Equal Opportunity Employer

215 Glenbrook Road, Unit-4098
Storrs, Connecticut 06269-4098

Telephone: (860) 486-2713
Facsimile: (860) 486-0304
web: www.clas.uconn.edu

A Proposal for a School of Public Policy in the College of Liberal Arts and Sciences Presented by the Department of Public Policy, December 2021

The faculty of the Department of Public Policy (DPP) proposes a School of Public Policy (SPP) to be housed within the College of Liberal Arts and Sciences (CLAS). Given its focus on graduate professional education and its location in Hartford, DPP has been operating much like a school with its own career services, student services, outreach staff, and most recently a major applied research center. When it comes to housing public policy and public administration programs, a school is the norm among peer and aspirant institutions. A UConn School of Public Policy will also be more competitive for external grants and fundraising opportunities as well as recruitment of graduate students and faculty talent. Finally, a UConn School of Public Policy also presents an opportunity for a major naming endowment, which is common among public policy schools in UConn's peer and aspirant institutions.

Brief Overview of the Department

The Department of Public Policy (DPP) offers interdisciplinary graduate professional degrees that draw undergraduates from across UConn and the nation. The Department offers four graduate programs (Master of Public Administration, Master of Public Administration Fellows (Executive) Track, Master of Public Policy, and Master of Arts in Survey Research), four graduate certificates (Nonprofit Management, Survey Research, Leadership and Public Management, and Public Financial Management), and an undergraduate minor in public policy. The Department also offers several focus areas: Social Policy, Diversity, Equity and Inclusion, State and Local Government Management, Executive Leadership, Law and Public Policy, Media and Communication Campaigns, and Urban Planning. Future self-supporting expansion plans include an online Master of Nonprofit Management and a Master of Public Administration Fellows cohort at the Stamford Campus.

The Department is based in Hartford and offers classes in Hartford, Storrs, and online. It prepares students for management careers in the public and nonprofit sectors, as well as survey research careers in the private, public, and nonprofit sectors. These two sectors employ more than 500,000 employees or 26% of the State's labor force. DPP places 97-98% of our graduates in successful careers where they make a living while making a difference in their communities. The Department alumni are prominent public servants in the State and include CT Office of Policy and Management Secretary Melissa McCaw, CT State Comptroller Natalie Braswell, and Connecticut Foodshare President Jason Jakubowski.

As of October 1, 2021, the DPP also houses the Institute for Municipal and Regional Policy (IMRP) within DPP. The IMRP provides evidence-based research, serves on several task forces and commissions, and staffs the Sentencing Commission and the Commission on Racial and Ethnic Disparity. The IMRP currently generates \$1.3 million in annual funding for evidence-based research on racial profiling in police stops and race and ethnic disparities in outcomes of public policy.

A School is the Norm among UConn's Peer and Aspirant Institutions

A School of Public Policy is an organizational form that is more consistent with UConn's regional and national peer and aspirant institutions. UConn is one of only two public universities in the top 23 (that have MPA or MPP programs) where the program is not located in a school of public policy or affairs. All the Rutgers, UMass, and NY research institutions have school homes for their policy and public management programs. Some of these schools are located within larger colleges and some are stand-alone schools. A school would provide UConn with the competitive advantage in public service student recruitment, faculty recruitment, and national reputation. It will also signal a more serious UConn posture in serving the employment and applied research needs of the public and nonprofit sectors.

Almost all the public policy schools at our peer and aspirant institutions are also named with substantial endowments. Foundations and philanthropists increasingly view the evidence-based research and outreach that occur in public policy schools as important tools in improving lives of residents. Investing in such schools will exponentially expand the impact of philanthropic dollars. Therefore, public policy schools are excellent candidates for larger naming endowments in the range of \$15-25 million.

A School will Enhance Outreach Activities and Impact

The establishment of a school will allow for greater outreach toward meeting the research, education, and service needs of government, nonprofit, and community organizations. DPP already has a substantial outreach portfolio more consistent with that of a school than a department. DPP's many outreach projects include the Internship and Professional Practice program (IPP), the Public Service Executive Leadership Collaborative (PSELC), and Encore!Connecticut. Despite the pandemic, in 2021-2022 the IPP program has placed 73 students in year-long, 585-hour paid internships, completing a total of 42,705 hours in public and nonprofit organizations.

The Public Service Executive Leadership Collaborative (PSELC) is a partnership that includes major umbrella organizations in the public and nonprofit sectors such as the Connecticut Conference of Municipalities, Federal Executive Association of Connecticut, and the CT Alliance for Philanthropy to name a few. PSELC organizes 8-10 day-long workshops for practitioners. In 2020-2021, it enrolled over 400 public and nonprofit leaders. Encore!Connecticut also provides training to private sector executives interested in nonprofit careers. The program includes classroom training as well as a fellowship program that places Encore fellows with nonprofit organizations. DPP recently received funding from the Community Foundation for Greater New Haven to provide training similar to Encore!Connecticut, but specifically designed for nonprofit leaders of color.

A department structure has allowed excellent outreach opportunities which will continue in a school structure. However, the Department's outreach profile has been more consistent with that of a school. A school home will likely give more exposure to these activities, allow for additional partnerships and outreach opportunities, and further solidify UConn's role in public and nonprofit engagement efforts.

A School Contributes to Applied and Scholarly Public Policy Research

A School of Public Policy would enhance the stature of the department's policy work. It would highlight UConn's engaged public policy scholarship and contribute to the University's overall engagement mission. The DPP faculty are national leaders in public budgeting and finance, education policy research, gun violence prevention research, child and family policy, research on slavery reparations, gender/BIPOC personnel research, sustainable procurement research, healthcare policy, energy policy, and racial and ethnic profiling. This research portfolio contains pressing policy issues, and therefore, engaged scholarship, which includes both research dissemination and translation of work-to-practice, is an essential part of our scholarly contribution. A school will be better positioned than a department to form teams of scholars within and outside UConn to compete for grant funding.

DPP faculty members have always engaged in applied evidence-based research in addition to their scholarly research. However, the recently acquired Institute for Municipal and Regional Policy (IMRP) brings an important applied research capacity to UConn and UConn faculty members. The IMRP will add applied research capacity in several policy areas including marijuana legalization equity, sentencing discrimination, racial profiling, welfare of children of incarcerated parents, and other policy areas that impact the lives of residents of the State of Connecticut, particularly those in historically disadvantaged communities.

A School of Public Policy, together with its applied research institute (IMRP), and potentially other research initiatives, can become anchors of applied evidence-based policy-focused research in the State of Connecticut. This will ultimately enhance the University's impact on the State of Connecticut consistent with the CLAS 2020 Strategic Plan and the University mission. Operating as part of a school, the above applied research projects and initiatives are more likely to be competitive in a field of peer schools of public policy.

A School Will Not Require Additional Investment of Resources

UConn and CLAS do not need to invest any additional resources to establish a school. The proposed School builds on the existing capacity of the Department of Public Policy and the interdisciplinary power of the College of Liberal Arts and Sciences. In terms of academic programs, outreach and staffing structure, the Department already looks more like a school than a department.

In terms of staffing, and because of accreditation standards and its Hartford location, the Department has already built an infrastructure that resembles a school's infrastructure. It has staff who manage student services, careers and internships, and finance and personnel operations. In addition, the Department has used its fee revenues to add capacity in areas of operations/events, outreach, marketing and recruitment, social media and communication, alumni tracking, and mentoring. These are functions that are required to help achieve the Department's mission and are required by our accrediting body.

Governance and Operations

A UConn School of Public Policy is unanimously supported by the faculty of the Department of Public Policy as well as the Department's Alumni Council. A School of Public Policy will be headed by a School Director who will report to the Dean of the College of Liberal Arts and Sciences. The School will function in a manner equivalent to a department within the College, and the School Director will be hired and evaluated the same way that department heads are hired and evaluated.

The School would report to the CLAS leadership and will rely on the human resources and finance services provided by the CLAS business services. In the case of a positive Board vote on the School proposal, the faculty of the unit will proceed to revise their bylaws to reflect the new school status.

In summary, a School of Public Policy would allow UConn to provide its public affairs graduate professional degrees in a manner similar to its peers and aspirant institutions. It will also provide an excellent opportunity to seek a substantial naming endowment and smaller endowments (Chair positions, named lectures, and student scholarships) that are more consistent with a school home than a department home. It also enhances UConn's ability to recruit top public policy scholars and graduate students. UConn's peers provide MPA and MPP programming in schools, and becoming a school will allow us to better compete with these peers for faculty talent and graduate students. A school will also enhance the ability of UConn to compete for federal, state, and philanthropic applied research and outreach dollars. A school home signals better credibility to funders and UConn would be competing for these grants with peer institutions' schools of public policy or affairs.

Strategic Plan
Department of Public Policy
4-23-21

1. Background

The Department of Public Policy (DPP) faculty take pride in their high quality and relevant scholarship, excellent and innovative teaching, and important professional service. The DPP underwent an outside program review during Spring 2020 and the reviewers were very impressed with the DPP’s scholarly efforts. The reviewers point out (p. 1-2), that the “...research productivity of the faculty is impressive...” and “... the faculty also have won numerous awards for scholarship.” The outside reviewers noted (p. 3) that the frequent requests for applied research that we receive is “...an indicator of the policy relevance of the expertise of the faculty.” Further, the reviewers argue that the DPP has an outsized national reputation that is surprising given the number of faculty. They point out (p. 2) that “...several of its faculty have held leadership positions in the field, including service to the Network of Schools of Public Policy, Affairs and Administration (NASPAA), the American Society for Public Administration (ASPA), and the Association for Budgeting and Financial Management (ABFM).” The program review also singled out the DPP’s Internship and Professional Practice program as “truly exceptional” (p. 2).

The DPP has come a long way since it was formed in 2004 from two relatively small graduate programs—the MPA, MSR, and a survey research center. In fall 2020 the Department’s for-credit programs had a total enrollment of about 295 students including about 60 fast-track undergraduate students, see table 1 below.

Table 1 DPP enrollment statistics

Program	Fall 2020 Students Enrolled
MPA	129
MPP	35
MASR	24
Certificates	47
Fast Track	60
Total All Programs	295

Note: some certificate students are also enrolled in master’s degrees

As table 2 below shows total credit hours taught by the department has increased by about 79% since 2014-15 with much of that growth over the past four years, due in part to the creation of the MPP and the MPA-Fellows programs, and perhaps our current location in downtown Hartford has contributed to this growth. The DPP’s growth was also noted by our outside reviewers (p. 3) that there “...is strong student demand for both the MPA and the MPP programs.”

Table 2 DPP credit hour taught by year

Year	Total credit hours
2020-21	5,045
2019-20	4,160
2018-19	3,938
2017-18	3,299
2016-17	3,291
2015-16	3,080
2014-15	2,826

as of 2/4/2021

The DPP has grown and evolved to the point where it is much more than a collection of programs. This strategic planning effort led to a revised mission and developed goals and objectives for the DPP. We recognize that the programs housed in the department will also have their own missions and goals, and these should be consistent with the overall department's strategic direction.

The DPP's strategic planning effort began in the summer of 2020. The process started with review of the CLAS strategic plan, review of the outside Program Review and the DPP Program Review Response (Response), review of the DPP mission, and development of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. We conducted three mini-focus groups in Fall 2020 to gather input on the DPP mission statement and future goals and objectives. The process concluded with a series of Department meetings to discuss the DPP mission, emphasis areas, and future goals.

This strategic plan is organized as follows. Section 2 covers the DPP mission statement. Section 3 describes the DPP's medium term goals. Section 4 includes our recommended next steps. Finally, we provide appendices covering the focus group process in detail, DPP's fit with the CLAS strategic plan and the Presidents stated goals, and other specific attachments.

2. *Mission statement*

At the department meeting on March 3, 2021 the DPP approved the following mission statement.

Our mission:

The University of Connecticut's Department of Public Policy (DPP) is dedicated to solving pressing societal problems through cutting-edge scholarship, high quality instruction, and relevant service to the profession and society. We are committed to preparing diverse leaders employed in a wide range of professions and prepared with the important skills and competencies to be highly successful in their chosen careers.

We value:

We value diverse experiences and perspectives based on the principles of fairness, equity and inclusion with respect for community, integrity, civility, courage, and kindness. We aspire for our research, teaching, and service to be relevant, responsive, inclusive, impactful, evidence-based, and of the highest quality.

3. Goals

We developed the following four draft goals after a series of Department meetings.

a) *Increase our impact in specific emphasis areas.*

The DPP has already garnered a substantial national reputation as evidenced by *its US News and World Report* ranking in the top 50 out of all public affairs programs. The Department has an established emphasis area in public finance and budgeting and is currently ranked in the top 10 in this specialization by *US News and World Report*.

The DPP emphasis areas are specializations that we strive to develop, or continue to develop, to enhance our reputation both externally and internally at UConn. Further, we prioritize research consistent with expectations at a Research I university and President Katsouleas' goal to double research productivity. These emphasis areas will help our scholarship to have greater impact. We expect that the emphasis areas will play a role, along with other factors, in resource allocation and Department growth, such as faculty hiring. The data analysis emphasis area includes techniques that we stress in the other three emphasis areas. Our areas of emphasis include (not in any order):

- Public finance and budgeting including financial management, debt management, budgeting, pension analysis, and public investment analysis
- Management and leadership including public management, nonprofit management, leadership, and diversity and inclusion
- Policy making and analysis including social policy, education policy, and urban policy
- Data analysis including survey research and program evaluation (techniques stressed in the three areas above)

b) *Develop the State of Connecticut's public and nonprofit workforce.*

The existing MPA, MPP, and MPA-fellows programs have a long history of developing Connecticut's public and nonprofit workforce—there is an extensive list of about 1,000 alumni who are leaders in state and local governments and nonprofit organizations. We are poised to expand DPP programs in Hartford and Storrs as well as across the state. The proposed Masters in Nonprofit Management is targeted specifically at providing professional skills and competencies for the nonprofit workforce and, since it would be on-line, it would be available anywhere there are good internet connections. The cohort-based MPA-Fellows Saturday executive program has been a huge success based in Hartford. This program is primed for expansion to other areas of the state. However, we should be wary of expansion without the authority or commitment to use the resources we generate to support the expansion initiatives.

c) *Emphasize life transformative education.*

DPP already has innovative instruction, such as our robust internship program and our Saturday cohort MPA-Fellows. This goal underscores our desire for continuous improvement in instruction. This goal also includes community engagement and continually enhancing our capacity to provide lifelong learning opportunities for our students, alumni, and

professional communities in the state, such as our Encore!Connecticut and Public Service Executive Leadership Collaborative programs.

d) *Enhance diversity and inclusion.*

We are committed to continuously improving all aspects of diversity and inclusion. DPP has a detailed diversity and inclusion plan. This plan includes diversity and inclusion goals and action items to achieve these goals, and it is updated annually by the DPP diversity and inclusion committee and reviewed by the DPP faculty. This strategic plan goal endorses the recommendations and actions included in the diversity plan. The Diversity and Inclusion Plan is under revision. When finished and approved we will include a link to the Diversity and Inclusion Plan.

4. *Next steps—pursue the establishment of a School of Public Policy and develop action plans.*

The DPP Program Review recommended that we establish a School of Public Policy to house our current programs and any program expansions. The Program Review specifically recommended the new School of Public Policy be standalone or located within a professional college, if appropriate. In addition, during the mini focus groups the DPP stakeholders strongly supported a standalone School of Public Policy.

That said, we do not assume an institutional location for the School of Public Policy. The institutional location of such a School is a complicated decision that needs further investigation. However, a School of Public Policy has several advantages over the current departmental structure regardless of institutional location at UConn. Therefore, we recommend DPP pursue establishing a School of Public Policy because, notwithstanding its institutional location, a School would improve our ability to successfully achieve the goals enumerated above.

- a) Goal (a) above establishes areas of emphasis in order to enhance the impact of faculty scholarship. Public policy crosses disciplinary lines and a School of Public Policy would better position us to take advantage of collaborative research efforts and joint instructional opportunities guided by our areas of emphasis. According to our Response document (p.1):

“...public policy programs can better facilitate policy research throughout the university by offering interdisciplinary education and research through joint degrees and collaborative research efforts, combining a public policy perspective with substantive disciplinary knowledge, reinforced by cluster hires.”

- b) Goal (a) above also emphasizes enhancing our external reputation. A School of Public Policy would help us to market our programs externally. The majority of our competitor programs are located in schools or colleges of public affairs. We are at a disadvantage attracting students and faculty compared to programs located in schools which have the appearance of more heft.

Our current structure as a department located in CLAS is out of step with both peer public affairs programs but also with UConn’s peer and aspirant universities. Appendix E provides a list of the public universities that are ranked the same as or higher than UConn. Of the 24

public universities ranked the same or higher than UConn, five do not have an MPA or MPP program. Of the remaining 19 all except one is located in a school of public affairs or similar. Of these 19 MPA or MPP programs, only 3 (16%) are located in a liberal arts and sciences colleges or similar, while 16 (84%) are standalone schools of public affairs or similar (this includes Florida State Askew School which is in the College of Social Sciences and Public Policy).

Therefore, UConn is one of only two public universities in the top 23 (that have MPA or MPP programs) where the program is not located in a school of public affairs or similar, and most of these are standalone schools outside of a CLAS or similar college.

- c) Goals (b and c) above emphasize developing the State of Connecticut's public and nonprofit workforce and continuous improvement in teaching. Our programs are professionally oriented and the curricula reflect the skills and competencies important for our graduates to succeed in the workplace. As a School of Public Policy our professional identity would be clearly articulated, compared to our current standing as a department in the College of Liberal Arts and Sciences.

We recommend that DPP establish an *ad hoc* implementation committee to develop action plans to implement the DPP goals listed above. Included in the action plan should be recommendations about the administrative location of the School of Public Policy within the University. This *ad hoc* committee should consider, among other factors, the fiscal impact of a standalone School or one within CLAS and the impact on implementing the DPP's goals. We recommend the committee also consider the scope of programs that should be included within a School. This consideration should include DPP's existing programs as well as the program expansion recommended in the Program Review and the Response as listed below:

- Establish a policy institute,
- Establish an undergraduate major,
- Establish a PhD program,
- Expand the MPA-Fellows to other parts of the state, and
- Continue to advocate for our proposed nonprofit management master's degree.

In conclusion, the DPP has grown substantially over the past decade and half. Our continued growth will depend on resource availability and decisions about the creation of a new School of Public Policy and its institutional location.

Appendix A. Overall mission and goal setting process

We began the mission review process by examining the missions of the top 20 public affairs programs as ranked by *U.S. News & World Report*. We developed a draft mission based on this review and circulated it to the Department early in the Fall 2020 semester. We then asked the mini focus groups to provide comments after reviewing both the existing DPP mission and a draft mission revised after faculty comments (stakeholder mini focus group results included as Appendix 4.1). We revised the draft mission based on this stakeholder input and held further discussions of the mission during Department meetings.

The process of developing and defining goals began with the DPP outside Program Review and the Department's Program Review Response (summary of these documents included as Appendix 4.2). In Fall 2020 the Department developed a SWOT analysis. We then presented the SWOT and the Program Review and Response summary to our stakeholders as part of the mini focus groups. We conducted a survey of DPP faculty and staff to inform the Department's discussion of emphasis areas.

Appendix B. Stakeholder input

We conducted three mini-focus groups on October 20, 21, and 27, 2020. We conducted three smaller focus groups rather than one larger group, as we might have done in normal times, because we conducted the sessions via Zoom due to the COVID-19 crisis. We believed that smaller Zoom-groups would be more manageable and provide more opportunity for each member to contribute.

We developed the list of participants to represent the GPSR, MPA, MPA fellows, and MPP programs, which also included representation from nonprofit organizations. Table B.1 shows the numbers invited from each program, how many agreed, and how many showed up for the sessions. We shared the list of people that we planned to invite with the department head for vetting prior to inviting them.

Table B.1. Composition of focus groups

	Invited	Agreed	Attended
GPSR	7	2	2
MPA	9	7	4
MPA fellows	4	3	3
MPP	4	4	3
Other (State OPM)	1	1	1
Total	25	17	13

Table B.2 lists the individuals who participated. We were worried that GPSR participants might have less opportunity to articulate their positions if included in sessions where most of the participants are MPP or MPA. Therefore, we decided to have one focus group specifically for GPSR, but combine the rest of the participants together over two sessions.

Table B.2. DPP Focus group attendees

MPA	MPA Fellow	MPP	GPSR	Other
Larissa Kotke (Alumni Council, Vice President Finance & Operations, Leadership Greater Hartford)	Padraig Barry (Chief Program Officer, Hole in the Wall Gang)	Chris Brechlin (Alumni Council, Sr. Program & Data Analyst, Connecticut Housing Finance Authority)	Holly Jerrell, (Chief Business Officer, SSRS)	Scott Gaul (Chief Data Officer, CT OPM)
Doug Shipman (Alumni Council, Executive Director, Windsor Historical Society)	Tara Downes (Assistant State Comptroller, CT State Comptroller's Office)	Hannah Gregory (Program Coordinator, Capital Community College)	Ashley Plosky, (Vice President, Business Insurance Sales Analytics & Execution, Travelers Insurance Company)	

Jason Jakobowski (President and CEO, Foodshare)	Carease Gadson (Revenue Agent, CT Department of Revenue Services)	Lauren Goulet (Student Success Analyst, Office of Institutional Research, Florida State University)		
Jessica Legnos- Kearney (Alumni Council, Sr. Vice President, Travelers Insurance Company)				

Before the sessions we shared the following documents with the participants (Appendix C): 1) the agenda, 2) the current and draft DPP mission statements and the SWOT, 3) a summary of the Program Review and the DPP Response, 4) the outside Program Review document, and 5) the DPP Response to the Program Review document.

We followed the same agenda for all three mini-focus groups. After a short overview, we essentially covered two areas with the groups. We gathered input on the DPP mission statement and next asked them about their preferences for DPP goals and objectives.

Our program review provided important insights and the Department spent considerable time discussing and prioritizing the recommendations in the Program Review in our DPP Response. We felt it important that the focus group participants have the benefit of this work, but did not want to constrain their choices in any way. The participants had access to this material but could choose to use it or not as they formulated goals and objectives. We also gave them the SWOT analysis for reference, and again, they could choose to use it or not.

The three mini-focus group sessions had 2 (GPSR), 5, and 6 attendees, respectively. Aside from the GPSR-only session, we randomly assigned participants to breakout sessions on Zoom to discuss among themselves the mission statement. After their small-group discussions they came together in the larger group and we took input on the mission statement. We then repeated this process for the goals and objectives part of the agenda with the intent to develop their preferred goals and objectives for the department. We were careful to remain neutral and not influence the participants; only answering factual questions when asked.

Our plan was to have the group rank the goals they developed, but we ran out of time in two of the three sessions. For the GPSR session, since there were fewer participants, we were able to end with each ranking their top three goals. For the other two groups we sent them a Qualtrics form where they ranked the goals their groups developed from highest to lowest importance.

These rankings are not directly comparable across all three groups because there was heterogeneity across the goals developed in each group. The GPSR session, for instance, only included two goals from the program review—the rest they developed. The two other groups,

however did include the program review recommendations, with one of the groups adding additional goals to the list.

Lian Kish took notes for two of the mini-focus groups and Maura Maloney took notes for the other session.

We will discuss the results of the mini-focus groups in the context of the mission statement and goals and objectives sections below.

Mission statement

A few themes emerged from the focus groups about the mission statement. First, the participants preferred the draft mission over the current one and particularly liked the values contained in the values statement. Second, the participants were a bit confused about the use of the word outreach. They understood what it meant when we explained that it included professional development, internships, the Encore program, etc., but this wasn't clear initially. Third, the group particularly liked the first sentence of the mission (with the caveat they weren't clear on the meaning of outreach). Fourth, some of the participants felt there should be more of a focus in the mission on outcomes, such as the careers for which we prepare students (the second sentence of the mission says how we do it, and this is less important than what we do).

DPP Goals

The GPSR group chose to develop an almost completely different set of goals than were articulated in the Program Review, our DPP Response, or might be derived from the SWOT. Their focus was on identifying UConn as a leader compared to our competition, especially in analytical and outcomes-based work. Their list of goals was more conceptual than the other two groups. The list of goals from the GPSR group was as follows (table B.3):

Table B.3. GPSR session goals developed by participants

1	Clarify the value proposition as the Department - how to differentiate against UConn programs and competing programs elsewhere
2	Bring same level of focus or rigor on the analytics portion of the dept as is brought to the public policy program(s)
3	Identify UConn as a whole as a leader in analytics and outcomes-based research from these programs
4	Create public policy research center
5	Build path forward for autonomy for decision-making for the Dept (e.g. its own School if best route or anyway that would get us there)
6	Develop clarity around the programs - what is the unifier around all of these programs? What ties it all together?
7	Do more to illuminate the different career paths from each of the programs

Both participants agreed that number 6 above, developing clarity, was the most important goal.

The other two focus groups included the goals from the program review with one of the groups adding other goals they derived to the mix, mainly based on the SWOT. Table B.4 below shows these goals and how the participants ranked them on the Qualtrics form, ordered by mean ranking.

Table B.4. Focus group goal prioritization ordered by mean ranking

	person 1	person 2	person 3	person 4	person 5	mean	median
October 21 focus group (ordered by mean ranking)							
Create standalone school of public policy outside of CLAS	3	3	2	4	1	2.6	3.0
Offer a MNM degree	2	2	3	5	3	3.0	3.0
Expand MPA Fellows program to Stamford	1	1	1	6	7	3.2	1.0
Create a public policy research center	5	5	4	1	2	3.4	4.0
Create standalone school of public policy inside of CLAS	4	4	6	3	6	4.6	4.0
Offer a public policy undergraduate program	6	6	5	7	4	5.6	6.0
Offer a PhD degree	7	7	7	2	5	5.6	7.0
	person 1	person 2	person 3	person 4	person 5	mean	median
October 27 focus group (ordered by mean ranking)							
Create standalone school of public policy outside of CLAS	1	1	1	1	1	1.0	1.0
Aim for optimal/ideal class sizes	3	4	3	5	7	4.4	4.0
Create a public policy research center	7	2	10	4	4	5.4	4.0
Offer a MNM degree	9	9	5	2	2	5.4	5.0
Plan for faculty and staff replacement (in light of pending retirements) and ex	5	11	2	7	6	6.2	6.0
Formalize relationships with more departments and programs within UConn(t	2	3	6	11	11	6.6	6.0
Offer a public policy undergraduate program	10	6	9	6	5	7.2	6.0
Develop more partnerships with external organizations and agencies	8	5	7	9	9	7.6	8.0
Offer a PhD degree	11	10	11	3	3	7.6	10.0
Offer more professional development opportunities for the general community	4	7	8	10	10	7.8	8.0
Expand MPA Fellows program to Stamford	6	8	4	12	12	8.4	8.0
Create standalone school of public policy inside of CLAS	12	12	12	8	8	10.4	12.0

Note: one person in the October 27 focus group did not participate in the rankings.

Both groups ranked the creation of a standalone school as the highest ranking goal for the department. This was especially true for the October 27 group in that every group member ranked it the highest priority. The October 27 group also ranked fairly highly three goals derived from the SWOT—aim for optimal class sizes, plan for staff and faculty replacement, and formalize relationships with other departments.

In order to generate some comparability between these two focus groups we rescaled the results for the October 27 session to reflect only the goals used by the October 21 group, which were derived from the Program Review. This assumes that each item for the October 27 group is independent of each other, which might or might not be true. Table B.5 below shows the combined rankings for the two sessions, ordered by mean ranking, subject to the assumption above.

Table B.5. Combined focus group rankings for October 21 and October 27 sessions (ordered by mean ranking)

	mean	median
Create standalone school of public policy outside of CLAS	1.8	1.0
Offer a MNM degree	3.1	3.0
Create a public policy research center	3.5	4.0
Expand MPA Fellows program to Stamford	3.8	3.0

Offer a public policy undergraduate program	5.0	5.0
Offer a PhD degree	5.2	6.0
Create standalone school of public policy inside of CLAS	5.6	6.0

In general, there was strong support for the recommendations made in the Program Review and the DPP Response. These outside stakeholders seemingly value the independence that comes along with being part of a standalone school outside of CLAS. This was somewhat supported by the GPSR group who developed a goal specifically about developing a more autonomous path forward.

In sum, the focus group participants supported all of the goals articulated in the Program Review and DPP Response. Creating a standalone school outside CLAS was clearly the highest priority for the participants. Participants also recognized that the department needs to aim for optimal class sizes, plan for staff and faculty replacement, and make connections with other departments.

Appendix C. Focus group information

C.1 focus group agenda

Agenda
DPP Strategic Planning Focus Group
Various days
6:00 to 7:30

	Approximate Time	Task
1)	6:00	Welcome
2)	6:05	Introduction and overview
3)	6:15	Discussion of DPP Mission
4)	6:30	Discussion of Goals and Objectives and Strength, Weaknesses, Opportunities, Threats
5)	7:15	Prioritization of goals and objectives.
6)	7:25	Debrief and end

C.2. Draft DPP mission and values

Our mission:

The University of Connecticut’s Department of Public Policy is dedicated to solving pressing public problems through cutting-edge scholarship, the highest quality instruction, and important outreach. We are committed to preparing diverse leaders by education, outlook, and commitment with the skills and competencies necessary to use evidence-based knowledge to improve the human condition on the local, state, national, and global levels.

We value:

We value diverse experiences and perspectives based on the principles of fairness, equity and inclusion with respect for community, integrity, civility, courage, and kindness. We aspire for our research, teaching, and service to be relevant, inclusive, impactful, evidence-based, and of the highest quality.

Current mission (for reference)

The mission of the University of Connecticut’s Department of Public Policy (DPP) is to provide high quality policy analysis, program evaluation, and survey research for investigating important public problems facing Connecticut, the nation, and the world.

The DPP is committed to preparing students by education, outlook, and commitment for leadership positions in the areas of public policy, public management, nonprofit management, and survey research. The DPP strives to be nationally and internationally known for the highest quality research, teaching, and public service in the areas of public policy, public administration, nonprofit management, and survey research. The DPP is committed to having the highest standards of instruction, scholarship, and outreach through its academic programs.

DPP SWOT

Strengths

- The research productivity of the faculty is impressive.*
- Given the size of the faculty (and the school) its national recognition is notable.*
- The paid internship opportunities for MPP/MPA students are truly exceptional.*
- The school alumni seem quite engaged in the school, and committed to its success.*
- The small, but extremely talented and dedicated staff, carries out the many responsibilities required for a program focused on providing professional education.*
- The Department adequately supports faculty research and professional development.*
- There is strong student demand for both the MPA and the MPP programs.*
- As an indicator of the policy relevance of the expertise of the faculty, there are frequent requests for applied research.*
- The Department's programs have an excellent reputation with state of Connecticut employees and among nonprofit and local governments in the state.
- The Department provides substantial engagement with nonprofits and state and local governments.
- Overall enrollments in the Department's program have increased considerably in recent years, especially in the MPA, MPP and nonprofit programs.
- Faculty throughout the department are comfortable teaching in multiple modalities, leading to department resiliency.
- Department faculty are dedicated to diversity and inclusion.
- Department faculty have a wide range of research interests and expertise.
- The Department attracts high quality adjunct faculty with a wide range of professional expertise across all programs.
- DPP has a great social media presence and faculty are active in gaining media exposure

Weaknesses

- The Master of Arts in Survey Research (MASR) has had difficulty meeting enrollment targets.*
- The segregation of the student body, by degree, reduces opportunities for diverse perspectives in the classroom.*
- Some students are concerned about the elimination of capstone projects in the MPA and MPP programs.*
- The current organizational alignment probably inhibits both growth and national visibility.* 1
- Class sizes for certain MPA and MPP core courses are too large raising questions about optimal sizes of these programs.

- Department faculty do not yet match student body in gender and racial/ethnic diversity, especially the latter.
- Faculty are stretched in terms of service obligations due to the small size of our department and this may inhibit research productivity.
- Recruiting a national, and to some extent international, student body remains a challenge.

Opportunities

- The increasing demand for the MPA and MPP means that there may be untapped potential for growth in those programs.*
- One path to growth might be the development of both an undergraduate major and a doctoral program.*
- A nonprofit management degree, particularly if entrepreneurial, would also assist with DPP growth.*
- There may be opportunities to take advantage of DPP's position as part of state government to contract out to provide research expertise to the state.*
- The highly successful MPA Fellows program could be expanded to other areas of the state, such as Stamford.
- The department has been successful at fostering interdisciplinary research and collaborations, but more could be possible.
- The Fast Track program could be expanded to the UConn Stamford campus since that campus offers four-year majors in Communication, Economics, and Political Science - three of our most popular Fast Track undergraduate majors.

Threats

- The current UCONN budget model provides no incentives for growth in core programs.*
- The Department needs to continue to pay attention to succession planning.*
- Because of the relatively small number of faculty and the many demands, the department has little margin for disruption.*
- Replacement positions for faculty and staff retiring or otherwise leaving over the next few years are uncertain.
- The specific teaching, research, and service aims of our professional masters level degree programs might be somewhat out of sync with CLAS priorities driven by liberal arts and sciences' largely undergraduate and doctoral programs.

Appendix C.3 Summary of Program Review and Response

The Program Review provided the following recommendations for the DPP to consider. They also mentioned emphasizing the DPP as a public face of UConn, but this was not a recommendation for DPP action.

- *Reconsider organizational location.* The program review team recognizes the following options:
 - “(1) One arrangement would establish what is now the Department as a stand-alone school with a reporting line from the school’s dean directly to the Provost.
 - (2) A second arrangement would move the Department from CLAS to a professional school or the Graduate College.
 - (3) The third arrangement would be to create a school of public policy within CLAS, maintaining the reporting lines but elevating the department chair’s status to a director or executive director and formally recognizing the professional nature of the curriculum and its purpose.”
- The program review team recommended options 1 or 2 because “...the degree offerings of the DPP are professional and require the accreditation of NASPAA to be successful in recruiting and retaining faculty and students...”
- *Emphasize the DPP as the “public face” of the University:* “The University should be encouraged to take advantage of DPP’s connection to legislators and local governments and to create more frequent opportunities for interactions, shared public policy research, and other arrangements that mutually benefit the state and the university.”
- *Expand degree offerings:* The program review team argued the Nonprofit Management Masters should be approved and recommended DPP consider establishing undergraduate and PhD degrees.
- *Create a public policy research center:* “It is the considered position and experience of the study team that an efficient mechanism to bring research-active faculty together, to be successful in generating external grants (especially large grants), and to be visible globally for the purposes of recruiting faculty and students is through a well-supported Public Policy Research Center (PPRC). A PPRC would require a permanent administrative staff and it would also be connected to other units on campus.”

Last year we also developed the following response to these recommendations:

- The DPP agreed that “a UConn School of Public Policy is the arrangement that will best serve the needs of its graduate professional students, public and nonprofit leaders, and the labor market needs of the civilian workforce in the State. This approach directly aligns with the interdisciplinary strategic goals of UConn and CLAS, and enhances the exposure and reputation of UConn’s public affairs programs nationally.”

- The DPP developed the following timeline for possible program expansion which would be self-supporting:
 1. Fall 21: An entrepreneurial online Master of Nonprofit Management,
 2. Fall 21: An entrepreneurial Leadership and Public Management Certificate at Avery Point (in coordination with Navy and Coast Guard bases in the area and the Connecticut Office of Military Affairs)
 3. Fall 22: An entrepreneurial MPA Fellows cohort in Stamford
 4. Fall 23: A Tuition-Based Undergraduate Bachelor of Science Public Policy major.

- The DPP would consider a PhD program after an undergraduate degree is established.

- The DPP is open to the idea of a policy center. “There are several options for establishing such a Center in a sustainable way that relies primarily on external funding opportunities.”

Appendix D Connections to the President's and CLAS priorities

According to the Hartford Visioning Day Activities PowerPoint, the President's priorities are: doubling research, life-transformative education, and engine for Connecticut. The DPP mission and the Program Review and DPP Response support the President's priorities. In our draft mission we emphasize "...solving pressing societal problems through cutting-edge scholarship, high quality instruction, and relevant service to the profession and society." The Program Review and DPP Response emphasize program expansion in the spirit of providing an engine for Connecticut. Our outreach programs, such as the DPP's Public Service Executive Leadership Collaborative and the Encore!Connecticut program, provides skill building for state, local and nonprofit professionals. Our internship programs provide capacity for state, local, and nonprofit organizations in Connecticut, while also providing a fantastic learning experience for the students.

The DPP mission and Program Review and DPP Response also support CLAS priorities. CLAS Goal 4: Broader Impacts, Service, and Visibility is central to the mission of DPP programs and faculty. Specifically, Goal 4 includes the following sub parts that are well supported by the DPP (<https://clas.uconn.edu/strategic-plan/>):

Facilitate Community Engagement: Expand and incentivize engagement with Connecticut communities, and increase the visibility of what CLAS does with and for citizens of the state. (CLAS, Goal 4)

The DPP has several community engagement programs, including the Public Services Leadership Collaborative that provides workshops for state and local professionals.

Engage Government and Nonprofits: Engage with state and local agencies and nonprofit organizations to promote meaningful evidence-based policy and enhance opportunities for funded research. (CLAS, Goal 4)

The DPP Internship and Professional Practice Program (IPP) provides 70-80 interns annually for nonprofit organizations and state and local governments. The MPA-Fellows program allows working professionals in the state (state, local, and nonprofit officials) to earn advanced degree while still remaining employed. Extending this program to Stanford would increase these opportunities. The proposed Master of Nonprofit Management would provide needed advanced training for people in this sector. Several faculty have worked with state and local governments to provide evidenced-based research to improve the welfare of citizens in the state.

Leverage Alumni Networks: Work with UConn Foundation colleagues to develop and strengthen CLAS alumni networks and engage alumni and corporate and state leaders as donors, mentors, and teachers for CLAS programs. (CLAS, Goal 4)

The DPP has a very active group of alumni who provide mentoring opportunities for our students, advise department leadership, participate in focus groups (as in this report), provide guest lectures in classes, help develop internships, and much more.

Further, DPP research is consistent with CLAS areas of interdisciplinary scholarship areas of: Sustainable Systems, Global Resources, and World Culture, Big Data: Science, Policy, and Ethics, and Inequalities, Social Justice, Truth, and Belief. Examples include faculty research (some already interdisciplinary) in the areas of social policy, education policy, program evaluation, and diversity and equity.

Appendix E. Public university rankings by *US News & World Report*

Rank	University	School or College of Public Affairs or Similar	Standalone outside CLAS or Similar
1	UCLA	Luskin School of Public Policy	Yes
2	UC Berkeley	Goldman School of Public Policy	Yes
3	University of Michigan	Ford School of Public Policy	Yes
4	University of Virginia	Batten School of Leadership and Public Policy	Yes
5	UNC Chapel Hill	School of Government	Yes
6	UC Santa Barbara	No MPA/MPP degree	--
6	University of Florida	No MPA/MPP degree	--
8	Georgia Institute of Technology	School of Public Policy	Yes
8	UC Irvine	School of Social Ecology (has MPP)	Yes
8	UC San Diego	School of Global Policy & Strategy (has MPP)	Yes
11	UC Davis	No MPA/MPP	--
11	William and Mary	MPP in Arts and Sciences College	No
13	University of Texas at Austin	LBJ School of Public Affairs	Yes
13	University of Wisconsin Madison	La Follette School of Public Affairs (in College of Letters and Science)	No
15	University of Georgia	School of Public and International Affairs	Yes
15	University of Illinois Urbana Champaign	No MPA/MPP	--
17	Ohio State	John Glenn College of Public Affairs	Yes
17	Purdue University	No MPA/MPP, IUPUI has the O'Neil School at Indiana University	--
19	Florida State	Askew School of Public Administration in College of Social Sciences and Public Policy	Yes
19	University of Maryland	School of Public Policy	Yes
19	University of Pittsburgh	Graduate School of Public and International Affairs	Yes
19	University of Washington	Evans School of Public Policy and Governance	Yes
23	Penn State College Park	School of Public Policy (in College of Liberal Arts)	No
23	Rutgers University New Brunswick	Bloustein School of Planning & Public Policy	Yes
23	University of Connecticut	MPA, MPP and MSR	-----

Source: US News and World Report and various university websites.

University of Connecticut Department of Public Policy—Report of External Review Team

On March 9 and 10, 2020, an external review team conducted a review of the University of Connecticut Department of Public Policy (DPP). The DPP is, as noted in its self-study, “the only state-funded university department in the State of Connecticut that prepares students for public service public and non-profit sector management and policy analysis careers.” It does this by offering a range of Master’s degree programs, including a Master’s in Public Administration (MPA), a Master’s in Public Policy (MPP), and a Master of Arts in Survey Research (MASR). There are variations of how each of these programs is delivered, such as a fellows (executive) program, and a Fast Track (five year bachelor’s/masters) program. Overall enrollment in DPP programs is just under 300 students.

This review was conducted at the request of the Provost. The review team consisted of: Michael A. Pagano, Dean of the College of Urban and Public Affairs at the University of Illinois-Chicago; Philip Joyce, Professor and Senior Associate Dean of the School of Public Policy at the University of Maryland; and Eugenia Toma, Professor at the Martin School of Public Policy and Public Administration, University of Kentucky.¹

During the course of the site team’s visit, we met with university-level leadership; the leadership of the College of Liberal Arts and Sciences (the home college of DPP); and faculty, staff, students, and alumni of the Department.

The review team came away with an extremely positive impression of DPP and what it has been able to accomplish. We focused our review on not only identifying the current circumstances at DPP, but also looking to the future of the Department and what might be necessary in order for it to build on its impressive successes to take the next step forward to further national prominence.

In the following analysis we describe our findings using a traditional SWOT method, citing strengths, weaknesses, opportunities, and threats. We conclude with a set of recommendations of areas that the Department might focus on.

Strengths

Based on the accomplishments of the faculty and the national reputation of DPP, one might be tempted to think that it is much larger than it is. The faculty research productivity is extraordinary for a department this size, and its national rankings show that its reach substantially exceeds its grasp. We would highlight a number of specific strengths, many of which were outlined in the very thorough self-study and were then reinforced during our site visit.

1. The research productivity of the faculty is impressive. Despite having only 12 tenure-track faculty, some of whom have had substantial administrative responsibilities both inside and outside

¹ Professor Toma was unable to join in person because of illness, but participated remotely in many of the sessions on the first day and is in agreement with the report and recommendations.

of the department, the faculty published 45 peer-reviewed publications in FY 18/19. This is not an anomalous level of productivity, but is relatively typical. The work is also widely recognized, with the faculty amassing more than 9000 citations. The faculty also have won numerous awards for scholarship, including awards for current faculty members Kerri Raissian (APPAM best article award), Bill Simonsen (ABFM lifetime scholarship award), and Mohamed Alkadry (Rita Mae Kelly Award from ASPA). Several of the faculty also have received external funding to support their research, with involvement in projects totaling more than \$5 million in funded research since 2015.

2. Given the size of the faculty (and the school) its national recognition is notable. In the most recent *U.S. News and World Report* rankings of public affairs school, it was tied for 38th in the country out of more than 300 programs. It moved up from 47th last year. It is now tied with institutions with much larger programs such as the University of Pittsburgh and the University of Virginia. Further, none of the 37 programs ranked above UCONN were in departments. They were all in either standalone schools of public affairs or in schools within a larger school or college. Moreover, UCONN maintained its #9 ranking in the specialization of public finance and budgeting for the second straight year. This reinforces its decision to establish this as an area of strength, and is notable in part because it is the only program in the top ten not offering a doctoral degree in public affairs. In addition, several of its faculty have held leadership positions in the field, including service to the Network of Schools of Public Policy, Affairs and Administration (NASPAA), the American Society for Public Administration (ASPA), and the Association for Budgeting and Financial Management (ABFM). Professor Simonsen is the past editor of the top journal in the field of public budgeting and finance.

3. The paid internship opportunities for MPP/MPA students are truly exceptional. It is extremely rare—perhaps unique—for a program of this size to guarantee paid internships for all of its students. Apparently for this academic year, there are more than 80 possible internships available for 50 students! This not only is important because it provides the students with the kinds of experiences that are necessary for a successful professional degree program, but it also helps the university to make and maintain its connections to state, local, and nonprofit agencies in Connecticut. We also note that when NASPAA did its reaccreditation review of the MPP program in 2018, it identified the internship program as an “exemplary practice,” suggesting that other schools should try to emulate it.

4. The school alumni seem quite engaged in the school, and committed to its success. The group that we met with was admittedly self-selected, but seemed very knowledgeable on what the school was doing, satisfied with their own experiences as students, and actively involved in mentoring the students who follow. The alumni council seems to operate as a good mechanism for expressing advice and concerns to faculty and department administration. Further, alumni occupy key positions in state and local government, and nonprofit agencies, in Connecticut. The head of the state budget office, for example, is an alumnus. This kind of connection to policymakers reflects well not only on the Department, but perhaps especially on the university.

5. The small, but extremely talented and dedicated staff, carries out the many responsibilities required for a program focused on providing professional education. Unlike the role of staff in a

typical department, staff in the Department of Public Policy must focus on recruiting graduate students both from in-state and out of state, lining up paid internships, and career services. There is only one staff member who handles both all the finance and human resources functions in the department. Another staff member is responsible for maintaining the relationships with employers that result in the aforementioned internships. In our meeting with the staff, their commitment to the school and the students was obvious. They often work long hours in excess of the job requirements and their dedication is palpable.

6. The Department adequately supports faculty research and professional development. The faculty productivity noted above is not an accident. The Department has an established mentoring program for its assistant professors, which has recently resulted in the promotion of one of its faculty. Its newest assistant professor, hired last year, has a clear faculty mentor and mentoring plan. The Department also, as is appropriate, supports its faculty seeking to present papers at professional conferences. They cite more than 200 such conference presentations since 2014. Again, given the size of the faculty, this is an extraordinary average level of more than 30 such presentations per year (or about three per faculty member) over that period.

7. There is strong student demand for both the MPA and the MPP programs. For the MPA, applications and enrollments each grew by around 25% between 2018 and 2019. The relatively new MPP does not seem to have recruited students at the expense of the MPA enrollment. There were, in addition to the MPA, 24 MPP students in 2019. This is significant given that the MPP degree is only three years old. In the department as a whole, applications rose from 118 in 2016 to 177 in 2019, and enrollments increased from 62 to 87 over that same period.

8. As an indicator of the policy relevance of the expertise of the faculty, there are frequent requests for applied research. Perhaps in part because of the fact that alumni of the programs are scattered throughout public and nonprofit institutions in Connecticut, there are frequent requests to the Department for policy expertise. The site visit team was informed that although the Department faculty are willing to be responsive to external requests, the Department nonetheless does not have the capacity to respond positively to all of these requests without compromising its core teaching and research missions.

Weaknesses

The site visit team could identify very few weaknesses in the Department, nor were many uncovered in conversations with key stakeholders. There were three potential areas of concern, however, that bear mentioning.

1. The Master of Arts in Survey Research (MASR) has had difficulty meeting enrollment targets. The 30 credit program transitioned from an in-person to an online platform starting in 2011. Currently, however, there are only 19 students enrolled in this entrepreneurial program; this is a reduction of approximately 50 percent from the average enrollments in the 2015 to 2017 period. While the current enrollments are sufficient to enable the program to turn a “profit,” enrollments fall well short of what the Department desires, and the trends are clearly not positive. This

challenge is consistent with national trends in survey research programs, many of which (especially in-person degree programs) have been eliminated in recent years.

2. The segregation of the student body, by degree, reduces opportunities for diverse perspectives in the classroom. The creation of the “fellows” program, geared to in-service professionals and conducted using a cohort model means that generally there is a division between the “regular” MPA and MPP students (most of whom have less practical experience) and these students who are currently employed in public service jobs. The cost of this division is that it created fewer opportunities for the two groups to learn from each other.

3. Some students are concerned about the elimination of capstone projects in the MPA and MPP programs. The curriculum was recently changed in to eliminate a required traditional client-based capstone course in favor of an internship. While students generally seem to support and gain value from the internship, some would like to see the capstone restored, at least as an option for students who feel that they need more hands-on analytical experience.

Opportunities

The fact that the department is already strong, coupled with knowledge of trends existing throughout higher education and in the public affairs field, suggests that there are some opportunities for growth should DPP/UCONN choose to pursue them.

1. The increasing demand for the MPA and MPP means that there may be untapped potential for growth in those programs. Currently the reason that the two programs are not larger is mostly a matter of capacity rather than demand. That is, the department has not made any extraordinary effort at recruiting students because it would be difficult for the department to add sections to core courses given the current size of its faculty and its limited financial ability to add sections taught by adjunct faculty.

2. The current organizational alignment probably inhibits both growth and national visibility. Nationally, it is quite unusual to have a public affairs graduate program of this size and visibility located as a department within a much larger college, particularly one that does not have similar types of programs in it. In DPP’s case, it is unique within the College of Liberal Arts and Sciences (CLAS) in two respects. First, it does not have an undergraduate major. Second, it is primarily home to graduate professional degree programs. It is our judgment that its current organizational arrangement causes it to be more “hidden” than is justified by its quality.

3. One path to growth might be the development of both an undergraduate major and a doctoral program. If the university wishes to see more growth and visibility for its public affairs offerings, it might consider following what is becoming a national trend and establishing an undergraduate major in public policy. Such a major could be offered only in Hartford, which would both reduce potential competition with other majors in Storrs and also lessen concerns that the development of a major would fragment the DPP faculty. If a major is pursued, it could be coupled with the development of a doctoral program, which would assist in course offerings by employing doctoral students as instructors and also further support the research strengths of DPP.

4. A nonprofit management degree, particularly if entrepreneurial, would also assist with DPP growth. Both the current capacity of the department and the development of nonprofit management within the field of public administration make this an area for potential growth. Nonprofit management is a recognized subfield within public affairs schools in general. Increasingly students see working in nonprofit organizations as a preferred means of serving the public, compared to working in government. This, in particular, takes graduate education for nonprofit management out of the realm of traditional MBA programs. Students with interest in nonprofit management currently represent an under-tapped resource for DPP.

5. There may be opportunities to take advantage of DPP's position as part of state government to contract out to provide research expertise to the state. To the extent that DPP finds itself in a position where it has the capacity to do contract research for the state (an opportunity that would be beneficial to both the department and the university) it may be find that it has contracting advantages that those outside of state government do not have.

Threats

Finally, we have identified a few threats that could interfere with the ability of SPP to take the next step forward, as we hope that it might and in a manner that benefits the university as a whole. The largest of these, in our view, is mentioned above. That is, the mismatch between DPP's mission and that of the rest of CLAS risks UCONN burying this high quality graduate program in the midst of this much larger entity. There are a few others that we would mention, however, in the interest of being comprehensive:

1. The current UCONN budget model provides no incentives for growth in core programs. As mentioned above, the core MPP and MPA program could grow to a larger size, but the department has no incentive to pursue such growth at present because it would simply result in larger classes, rather than more resources. While we are hesitant to criticize another university's budget model, we think we would be remiss if we did not mention that the model does create a threat to DPP's growth. Further, since adjunct faculty and operating expenses must be financed from entrepreneurial revenues, there is always a risk that they will be insufficient to fund core activities.

2. The Department needs to continue to pay attention to succession planning. Currently the department relies heavily on Associate and (especially) Full Professors. It has only one Assistant Professor. Moreover, some of the faculty seem to live a long distance away and this may mean that much of the day-to-day critical mass is concentrated in a relatively small number of core faculty. The department has hired one more assistant professor to start in the fall of 2020, but may want to continue hiring at the assistant level for the immediate future.

3. Because of the relatively small number of faculty and the many demands, the department has little margin for disruption. One faculty member described the situation as being "constantly only one leave or sabbatical away" from having serious problems in terms of course delivery. This is particularly true because of the aforementioned financial constraints that work against the ability to hire adjunct or part-time faculty to fill gaps.

Recommendations

The site visit team considered a number of proposed recommendations that the university might consider. The team also understands that there are institutional issues and reasons that our recommendations may or may not advance the mission and vision of the university. With this caveat in mind, however, we offer four broad recommendations for consideration.

Organizational location

First, the site visit team recommends that the organizational location of the Department of Public Policy be reconsidered. It evolved from a section within the department of political science which is housed in the College of Liberal Arts and Sciences and has remained within the College since its independence. Nevertheless, as noted above, it is the only top-ranked department in the nation that is not housed in a separate school or college.

With that in mind, the study team considered three organizational arrangements that would raise the Department's visibility and underscore its connection to the land-grant mission of the University. The following three options are recommended for the University's consideration:

- (1) One arrangement would establish what is now the Department as a stand-alone school with a reporting line from the school's dean directly to the Provost.
- (2) A second arrangement would move the Department from CLAS to a professional school or the Graduate College.
- (3) The third arrangement would be to create a school of public policy within CLAS, maintaining the reporting lines but elevating the department chair's status to a director or executive director and formally recognizing the professional nature of the curriculum and its purpose.

Because the degree offerings of the DPP (as well as the proposed expansion of the DPP as proposed below) are professional and require the accreditation of NASPAA to be successful in recruiting and retaining faculty and students, the study team recommends the first or second options. Both options allow the DPP's professional focus, which is distinct and apart from a general liberal arts and science focus, to be broadened and elevated within the university, which both raises visibility in the state and attracts additional resources.

Emphasize the DPP as the "Public Face" of the University

The Department of Public Policy has produced a dedicated, loyal and large contingent of public servants for the state of Connecticut. The University should be encouraged to take advantage of DPP's connection to legislators and local governments and to create more frequent opportunities for interactions, shared public policy research, and other arrangements that mutually benefit the state and the university. The DPP and its faculty are frequently contacted by state and local leaders as well as those in the non-profit world. In many ways, the DPP is an important public face of the

University of Connecticut and it is not clear that the university is maximizing the advantages of this unique connection.

Expand Degree Offerings

The study team found the entrepreneurial programming to not only be an effective way of encouraging the faculty to plan for the future, but also to be creative and entrepreneurial in designing degrees that could raise UConn's visibility even more. The entrepreneurial nonprofit management degree, which is one of these creative and entrepreneurial programs, should be approved. NASPAA approved just last year the inclusion of "nonprofit" management and policy as part of its purview. It has long been the practice that MPA and MPP programs have included nonprofit management, accounting, and governance courses in its curriculum. It is also the case that although the government (federal, state and local) sector is the largest employer of graduates from MPA and other public affairs programs, the nonprofit sector has been the second leading sector that employs graduates of MPA and MPP programs. Nonprofit management is clearly a subset of the larger MPA curriculum and the study team strongly supports approval of the nonprofit management degree, as proposed by the DPP.

The DPP ought to be encouraged to create both an undergraduate degree program as well as a doctoral program. UConn is the highest rated university in the *US News & World Report* rankings of Public Affairs schools that does not have a doctoral program. In fact, having a doctoral program is in general highly correlated with a higher *US News* ranking. The curricula vitae of the DPP faculty demonstrate both a very high level of research productivity and impact as well as of external grant support. The faculty are both highly qualified and prepared to take on the additional responsibility of nurturing, supporting and directing the scholarship of the next generation of public affairs scholars. Successful doctoral programs require a research-active faculty and demonstrated capacity to generate financial support for faculty research that could include doctoral programs. The study team is highly supportive and would recommend the placement of the doctoral program in Hartford.

In order to build an academic and financial foundation for doctoral programs, due to the high costs of supporting doctoral programs, the study team is also supportive of UConn's considering the development of an undergraduate degree program. Undergraduate degree programs in public administration or public affairs are generally small, but other degree program names, such as public policy, have been successful in recruiting large numbers of undergraduate students. These undergraduate degree programs can be pipelines for top-performing students to move seamlessly to the graduate degree programs and to professional placement in the state. The study team is highly supportive of the placement of the undergraduate degree program in Hartford, but also understand the tension this might produce as undergraduate students are concentrated at Storrs and an undergraduate program in Hartford might be a suboptimal location for the students. Nevertheless, the study team would encourage the co-location of the doctoral and undergraduate program in Hartford.

Create a Public Policy Research Center

It is the considered position and experience of the study team that an efficient mechanism to bring research-active faculty together, to be successful in generating external grants (especially large grants), and to be visible globally for the purposes of recruiting faculty and students is through a well-supported Public Policy Research Center (PPRC). A PPRC would require a permanent administrative staff and it would also be connected to other units on campus.

While undoubtedly some upfront investment would be necessary, in the longer run such a public policy research center should provide financial benefit to both the unit in which it is housed as well as the university as a whole. If faculty are permitted to buy out their time from teaching and are replaced by either adjuncts or through the hire of less expensive APIRs, the new financial result would be positive. Moreover, such a PPRC would provide the necessary infrastructure that would enable UCONN to respond positively to a great many more requests for assistance from the state, local governments, and nonprofits. This could, as noted above, be beneficial to the university writ large by demonstrating its usefulness to state and local institutions.


Conclusion

The University of Connecticut Department of Public Policy has distinguished itself through its history by hiring top notch faculty who serve as a visible presence for the university not only in the state, but nationally. The reputation of the scholars and the impact of their research in the broad scholarly areas of public policy and public administration place DPP among the best in the nation. It also serves as a conduit through which its many alumni serve in positions at the state, local and nonprofit level within the State of Connecticut. It is poised to take the next step toward further prominence, and this could be enhanced through a new organizational arrangement that could raise its standing in the university, more financial flexibility that could result in creating more high-demand degree programs and expanding existing programs, and a research infrastructure to catalyze external grants and support critical, real-time policy research, all of which can make UConn an elite institution for the production of research and graduates of public policy.

ATTACHMENT 18

March 30, 2022

TO: Members of the Board of Trustees

FROM: Radenka Maric, Ph.D. 
Interim President | University of Connecticut

RE: Naming Recommendation for the Nicholas Morizio Classroom 214

RECOMMENDATION:

That the Board of Trustees authorize the naming of Room 214 in the School of Business Building on the Storrs Campus as the “Nicholas Morizio Classroom.”

BACKGROUND:

Nicholas Morizio BUS '74 is a highly engaged alumnus. His service to the School began in the School's Center for Real Estate, where he was a long-time member of the Real Estate Center Council. Mr. Morizio has been an active member of the School of Business Dean's Advisory Cabinet since 2016, and his expertise is highly regarded. Through this involvement, Mr. Morizio has hired many UConn students and alumni, whose professional development he has consistently and intentionally fostered. He was nominated to the School of Business Hall of Fame in 2020, and was celebrated at a virtual event in April, 2021.

Mr. Morizio has been a donor to his alma mater for 22 years, and he has made generous provisions for a future scholarship in his family's name. His support for UConn is largely focused on need-based scholarships for students who intend to pursue careers in real estate.

Mr. Morizio was an engaged student while he attended the University. He majored in Real Estate and Urban Economics on the Hartford campus, within the School of Business, and he has put that education to use, choosing to remain in Hartford throughout his career. Now the president and owner of the Hartford and New Haven offices of Colliers International, Mr. Morizio maintains his office in Hartford. Though Mr. Morizio has provided financial support to the University, he has contributed in ways that exceed a purely financial contribution.


The naming of the “Nicholas Morizio Classroom” will be an appropriate tribute for Mr. Morizio's steadfast support of the University and its students. The proposed classroom 214 is a 948 square foot room on the second floor of the School of Business, located on the Storrs campus.

At its February 8, 2022, meeting, the Institutional Advancement Committee recommended approval to the full Board.

ATTACHMENT 19

March 30, 2022

TO: Members of the Board of Trustees

FROM: Radenka Maric, Ph.D. 
Interim President | University of Connecticut

RE: Naming of Stimson Drive

RECOMMENDATION:

That the Board of Trustees authorize the naming of the road that serves the Horsebarn Hill Sciences Complex and other facilities on the Storrs campus as Stimson Drive.

BACKGROUND:

Rufus Whitaker Stimson came to UConn in 1897 as a professor of English, having received degrees at Harvard and Yale. He was named acting president in 1901, and permanent president from the following year until 1908.

In 1901, the future of what was then called Connecticut Agricultural College was very much in doubt. Attempts to introduce a liberal arts curriculum alongside agricultural studies had been met with stiff opposition from farmers, politicians, and the state's press, and there was even agitation to close the school altogether.

When he became president, Stimson not only steadied the institution but helped it grow beyond anything its founders had imagined. An accomplished public speaker with a gift for publicity, Stimson courted newspapers and lawmakers, inviting them to Storrs to tour the campus and meet students, which helped turn the tide of public opinion.

Among the accomplishments of his seven years as president were: the first summer session classes; the growth of the student body from 18 to 150, including students from as far away as Japan, Ecuador, and Bulgaria; the arrival of electricity and paved roads on campus; an increase in the state appropriation from \$5,000 to \$25,000 a year; the construction of Storrs Hall, the first brick dormitory on campus; and the beginning of construction of greenhouses and what is now Gulley Hall, which were completed after Stimson left to found an agricultural school in Massachusetts.


This recommendation is presented jointly from the Office of the Provost, University Planning, Design and Construction, and University Communications. Once the resolution is passed, the three offices will focus on: installing a street sign; notifying Mail Services to provide building numbers; notifying campus database owners to update facility addresses; notifying department heads for stationary purposes; incorporating the name on our campus map; and notifying external mapping entities such as Google Maps.

At its February 8, 2022, meeting, the Institutional Advancement Committee recommended approval to the full Board.

ATTACHMENT 20

March 30, 2022

TO: Members of the Board of Trustees

FROM: Radenka Maric, Ph.D. 
Interim President | University of Connecticut

RE: Naming Recommendation for the Lorraine Rose Williams Stage

RECOMMENDATION:

That the Board of Trustees authorizes the naming of the stage within von der Mehden Recital Hall the “Lorraine Rose Williams Stage.”

BACKGROUND:

The late Lorraine Rose Williams began her academic career at UConn as a music major where she aimed to create an inclusive and welcoming environment for her peers. She founded the Black Voice of Freedom (BVF) Gospel Choir, which in its inaugural year performed in several campus locations, including houses of worship, the Student Union, residence halls, and the von der Mehden Recital Hall.

Her purpose in founding the BVF was to create an environment that helped support the social, intellectual, and emotional growth and developmental needs of African American students. Under her leadership, the BVF grew quickly performing across Connecticut and New York. Now named the Voices of Freedom, the choir continues on today with more than 100 active members from diverse races and ethnicities.

The naming of the Lorraine Rose Williams Stage will be a testament to the rich inheritance left by Ms. Williams on the University’s campus and a way to honor her significant impact on the community.


This recommendation is presented jointly from the Office of the Provost, University Planning, Design and Construction, and University Communications.

At its February 8, 2022, meeting, the Institutional Advancement Committee recommended approval to the full Board.

ATTACHMENT 21

March 30, 2022

TO: Members of the Board of Trustees

FROM: Radenka Maric, Ph.D. 
Interim President | University of Connecticut

RE: Approval of the University Policy on Policies

RECOMMENDATION:

That the Board of Trustees approve the University Policy on Policies.

BACKGROUND

The University Administration adopted a University Policy Protocol in 2011 and subsequent minor revisions were adopted in 2015. Since then, the Administration has determined that the Protocol no longer meets UConn's institutional needs. Therefore, the Administration proposes a new policy, which addresses several key aspects of the University's policy management process.

The proposed policy expands on the Protocol with the following improvements:

- Establishes a small committee of senior leaders to review and approve policies;
- Changes the process from recommended to required;
- Expands and more clearly articulates the process for Board review and approval of policies; and
- Includes an "emergency policy" approval process.

The University Policy on Policies was reviewed and approved at the December 9, 2021, Joint Audit and Compliance Committee Meeting.

The full text of the proposed University Policy on Policies is attached.

University Policy on Policies

PURPOSE

To establish standards for the development, approval, revision, and decommissioning of University Policies for the Storrs and Regional Campuses, and institution-wide policies that affect all campuses, including UConn Health. This policy aims to ensure that University policies are well defined, understandable, consistent with the University’s mission, values, and goals, and sanctioned by the University’s administrative authorities through standardized processes.

DEFINITIONS

Guideline: Recommended guidance or additional information used to support policies and procedures, industry best practice, or intended to educate the workforce on how to achieve a desired outcome. Allows end-user discretion in interpretation, implementation, or use. Non-compliance with, or violation of, guidelines does not create the same level of risk.

Policy Owner: The unit, senior institutional official and/or designee responsible for authoring, implementing, maintaining, and monitoring a policy.

University Senior Policy Council: The University Senior Policy Council is a standing committee whose role is to review and approve new and revised University policies. The Senior Policy Council is comprised of the University President; Executive Secretary to the Board of Trustees; Chief of Staff; General Counsel; Chief Compliance Officer, Chief Human Resources Officer, Provost, and the Vice President for Finance and Chief Financial Officer. Others may be invited, as necessary.

Procedures: Operational processes established for the implementation of policies. If a policy is “what” the institution does, its procedures are “how” it carries out the requirements of a policy. Non-compliance with, or violation of, procedures may result in disciplinary action.

Procedures

- outline required actions by objective and/or job function;
- state clearly and succinctly the step-by-step instructions that must be followed to implement policy effectively;
- specify the structure to enforce the policy;
- University Policy procedures shall not be revised without consultation with the Office of University Compliance.

Revision, Editorial: Includes modifications related to spelling, grammar, format, and updates to hyperlinks or URLs, contact information, references, titles of individuals and organizations.

Revision, Non-substantive: Includes modifications intended to enhance clarity without changing the intent of the policy, such as adding or modifying definitions, rearranging or re-wording sentences without changing their meaning or the policy’s requirements for compliance.

Revision, Substantive: Includes significant modifications to the nature and/or scope of the policy that affect its requirements, principles, or intent.

Senior Institutional Official (SIO): The appropriate University officer (Vice President, Vice Provost, or similar) who has authority and responsibility for the area or activity to which a policy may apply.

Stakeholder: University members with expertise in the subject matter of the policy, or whose operations will be significantly affected by the policy.

University Policy: An official statement expressing the position of the University on an issue of university-wide importance. A university policy

- is a governing principle that mandates or constrains actions, establishes rights or obligations, or guides the decisions and actions of the University;
- has broad application;
- exists to achieve compliance with applicable laws, regulations, and organizational requirements; to promote operational efficiencies; to enhance the University’s mission; to reduce institutional risk; and/or to promote ethical standards, integrity and accountability;
- is approved by the administrative authority of the University and/or the Board of Trustees

Policies that do not fit the criteria of a University Policy, such as individual unit policies, should be vetted through the appropriate Dean or Director for approval to ensure consistent application and to avoid conflict with any University or unit policies. Unit policies, procedures and guidelines shall not subvert, supersede, or contradict University Policies. Units should use a similar policy review process as outlined in this document. Please contact the Office of University Compliance or refer to the Policy website for assistance.

POLICY STATEMENT

All University Policies shall be developed, approved, revised, and decommissioned in accordance with the procedures outlined in this Policy. In rare circumstances, exceptions to this process may be approved by the President in consultation with the University Senior Policy Council and notification to the Board of Trustees as may be warranted.

Individual units (e.g., colleges, schools, centers, institutes, departments) may create, communicate, maintain, and enforce policies that are applicable to their respective authority, as long as these are not in conflict with official University Policies.

PROCEDURES

- I. New University Policy**
- II. Revising a University Policy**
- III. Decommissioning a University Policy**
- IV. Archiving University Policy**
- V. Expedited (Emergency) Policy Approvals**

I. New University Policy

1. Determine Need

- A. University Policies should only be created when they define University values, institutional objectives or mandates; address federal or state law, regulations, or rules; or manage potential risk or liability.
- B. Any individual or unit may identify the need for a new University Policy. However, a Senior Institutional Official, in consultation with the Office of University Compliance, must confirm the need for the policy considering
 - whether the proposed policy meets the criteria of a University Policy as defined;
 - if an alternative such as workforce guidance or procedures is the most effective and efficient approach;
 - if existing University policy addresses or resolves the identified need;
 - implications of the policy including risks and costs (i.e., will adoption of the proposed policy require new resources or reassignment of existing resources?)

2. Development

- A. If a proposed policy involves matters within the purview of more than one senior institutional official, they will ensure consultation and coordination among appropriate leadership.
- B. The Senior Institutional Official may assign the development and administration of the policy to a responsible office or individual (Policy Owner).
- C. The Policy Owner is responsible for developing a draft policy in consultation with key stakeholders and University governance groups (e.g., University Senate, Deans Council). It is advisable that the Policy Owner convene a stakeholder policy development group to provide initial vetting of the proposed policy.
- D. University policy
 - must follow the Policy Template [\[link\]](#);

- should be written so that it is clear and concise with sufficient information on the subject without being excessive in length or complexity;

3. Engage the Office of University Compliance

- A. Early in the development stages, the individuals or groups developing the policy must notify the Office of University Compliance.
- B. University Compliance is responsible for
 - stewardship of the policy development process to ensure consistency with existing policies, language, clarity, format and appropriate vetting and approval;
 - engaging the Office of the General Counsel as appropriate;
 - reviewing stakeholder and partner input;

4. Approval

- A. Although the development or administration of a policy may be delegated, the SIO is responsible for ensuring all necessary approvals are obtained.
- B. Once the SIO is satisfied with the final policy draft, it must be forwarded along with a list of stakeholder reviewers to University Compliance at policy@uconn.edu. University Compliance may consult with the Office of General Counsel for final review.
- C. For policies that apply to the Storrs, Regional and UConn Health campuses, University Compliance will coordinate review and approvals with the appropriate UConn Health policy committees before advancing the policy to the Office of the President.
- D. University Compliance will work with the Office of the President and the SIO to present the draft policy to the University Senior Policy Council for their review and recommendation to the President. There may be occasions when a University Policy requires review and approval by the Board of Trustees prior to adoption.
- E. The President, in consultation with the Senior Policy Council, will make the final determination regarding when a University Policy shall be presented to the Board of Trustees for approval. If so, the proposed policy will typically be assigned to one or more standing Board committees to review and approve before the proposed policy goes to the full Board for final approval. University Policies that advance to the Board for approval are often those that relate to:
 - University governance and describe the composition, powers, and duties of the Board of Trustees, the President, or University Senate;
 - University By-Laws (e.g., academic appointment and tenure; grievances; leaves of absence; naming of facilities; intellectual property; the establishment of new regional campuses, schools or colleges; expressions of dissent; and student residency);
 - Code of Conduct;

- high-level university financial operations such as investments and the establishment of, or significant changes in existing, major University fiscal policies (e.g., capital expenditures).

5. Publication & Notification

- A. Once the University Policy has been approved, the SIO will collaborate with University Compliance to ensure the policy is posted to policy.uconn.edu (and health.uconn.edu/policies where applicable).
- B. The SIO shall oversee the communication, implementation, training, administration, and maintenance of the University Policies within their purview. The SIO must publicize and distribute the policy to the University community members to whom it applies and to offices with implementation requirements.
- C. Policies published to the University’s Policy site are the official and current versions.
- D. Members of the University community are responsible for familiarizing themselves and complying with University Policies.
- E. All new University Policies not requiring Board approval shall be shared with the Board of Trustees at the next regularly scheduled meeting as an informational item.

II. Revising a University Policy

Regularly reviewing policies and procedures ensures that the University’s operations and administration are

- in compliance with new laws and regulations;
- current with new systems or technology;
- consistent with best practices.

1. Review

- A. Policies must be reviewed at least once every three (3) years, or sooner if legal or regulatory requirements or changes in operational processes deem necessary. The senior institutional official, or designee, must ensure the periodic review and revision of policies related to their areas of responsibility.
- B. University Compliance monitors policies for compliance with the required review schedule.
- C. The senior institutional official must notify University Compliance at policy@uconn.edu
 - of necessary changes by providing a strikethrough or “redline” copy of the policy with proposed revisions;

OR

- if a review was conducted and there are no necessary changes.
- D. The date of review, even in the absence of revision, shall be noted in the Policy History of the document.

2. Revision Approvals

University Compliance, in conjunction with the senior institutional official, will determine if the proposed revisions are editorial, non-substantive or substantive.

- A. Editorial revisions will be completed by University Compliance.
- B. Non-substantive revisions will be completed by University Compliance after notifying the University Senior Policy Council.
- C. Substantive revisions must follow the same review and approval process as a new policy.

III. Decommissioning a University Policy:

When a policy is no longer needed or is more effectively combined with another policy, the responsible office will submit a formal request to the senior institutional official responsible for the policy. The senior institutional official shall confer with applicable University governance groups and subject matter experts as appropriate to ensure overall impact is considered. The senior institutional official will collaborate with University Compliance to seek formal decommissioning approvals. If there is disagreement as to whether a policy should be decommissioned, the University Senior Policy Council will decide.

University Compliance will remove decommissioned policies from the policy.uconn.edu website and inform the Senior Policy Council quarterly of decommissioned policies.

IV. Archiving a University Policy:

University Compliance will work with University Archives to properly maintain the record. Policy Owners are strongly encouraged to retain policy records.

V. Expedited (Emergency) Policy Approvals

The expedited policy approval process is reserved for policies that the President or the Senior Policy Council deem crucial for the health and safety of the University community, the continuity of University operations, to address legal requirements or significant institutional risk and, therefore, must be processed in a shorter time than possible through the established approval process.

In such cases,

- the President or the Board of Trustees identifies an emergency policy need and assigns a senior institutional official;
- the stakeholder review process may be bypassed, but the draft policy must be reviewed by the Senior Policy Council;
- the Senior Policy Council shall consider any immediate and significant impact on operations;
- emergency policies that apply to UConn Health shall be provided to the appropriate policy committees for expedited review and approval.

Unless a duration is specified in the Expedited Policy, all Expedited Policies will be reviewed in one (1) year by the Senior Policy Council to determine whether the policy should be extended, made permanent, or decommissioned.

REFERENCES

Policy on Academic Affairs Policies

University Policy Template

POLICY HISTORY

Approved by [Board of Trustees]

ATTACHMENT 22

March 30, 2022

TO: Members of the Board of Trustees

FROM: Trustees Justin Fang and Noah Frank

RE: Proposed Changes to the *By-Laws of the University of Connecticut*

RECOMMENDATION:

That the Board of Trustees amend the *By-Laws of the University of Connecticut* Article IX – The University Senate.

BACKGROUND:

The *By-Laws of the University of Connecticut* may be amended at any regular meeting of the Board by a recorded majority of all members of the Board provided that notice of any proposed amendment, including a draft thereof, shall have been given at a previous regular meeting. Such notice and the resolution calling for the described amendments to be acted upon at one of the next three meetings of the Board was given at the meeting dated January 26, 2022.

Pursuant to this process, on December 8, 2021, the Board considered a proposal by the University Senate to add additional professional staff to its membership. Before adoption, an amendment to the proposal was offered by the student Trustees to also include additional student membership. The amendment offered by the student Trustees was discussed at some length by the Board, who called on the Chair of the Senate Executive Committee to participate in the discussion.

The Board approved the original proposal to add additional professional staff and asked that the Senate work with the student Trustees to follow the established Senate protocols regarding changes to this section of the *By-Laws* before the Board voted on the amendment. The Board requested that the amendment proposed by the student Trustees be on the Board agenda at its February 2022 meeting.

The University Senate considered the proposals herein at its meeting on February 7, 2022, and voted to approve, without amendment.

For the information of the Board, also attached is the original language of Article IX, with indications of the proposed amendments.

PROPOSED AMENDMENT:

Article IX – The University Senate

(Deleted items struck through, proposed new language in red and underlined)

A. Membership

The University Senate shall consist of *ex officio* and elected members. The *ex officio* members shall be the President, the Provost, all Vice Presidents, except the Executive Vice President for Health Affairs, and all Vice Provosts. These *ex officio* members shall not vote.

The Senate shall contain ~~ninety-nine~~ one-hundred four elected, voting members, as follows:

1. Three deans of the schools and colleges, which are Senate electoral constituencies (see Section B below).
2. Seventy-two members of the faculty elected according to one or the other of the twofaculty electoral processes described in Section B.2. below.
3. Seventeen professional staff members elected by and from the constituencies described in Section B.3. below.
4. ~~Five~~ Nine undergraduate students (see Section B.4 below).
5. ~~Two~~ Three graduate students (see Section B.5. below).

B. Elections

3. The professional staff members shall be elected according to procedures approved by the Provost and Executive Vice President for Academic Affairs from seven constituencies as described below. Staff members are ineligible to stand for election or to vote in the first regular election following their initial appointment to the staff.

a. Academic Development (excluding regional campuses), who shall elect two senators.

b. Enrollment Planning and Management (excluding regional campuses), who shall elect two senators.

- c. University libraries (excluding regional campuses), who shall elect one senator.
 - d. Regional campuses, who shall elect four senators; one per campus for Avery Point, Hartford (to include Hartford, Social Work and School of Law), Stamford, Waterbury.
 - e. Schools/Colleges (excluding regional campuses), who shall elect one senator.
 - f. Division of Student Affairs (excluding regional campuses), who shall elect two senators.
 - g. All professional staff shall elect five at-large senators.
4. Undergraduate student members shall be appointed by the President of the Undergraduate Student Government according to procedures established by the Undergraduate Student Government. Each regional campus shall be represented by one student senator appointed according to procedures established by the Undergraduate Student Government.
 5. Graduate student members shall be appointed by the President of the Graduate Student Senate according to procedures established by the Graduate Student Senate. Regional campuses shall be represented by one student senator appointed according to procedures established by the Graduate Student Senate.

G. Committees

1. The Senate Executive Committee

The Senate Executive Committee (SEC) shall consist of eight faculty members, two professional staff members, and ~~one~~ two undergraduate and ~~one~~ two graduate student members. The faculty and professional staff members shall be elected by the Senate from among the elected members of the Senate who are not primarily administrators. Department heads and directors are not regarded as primarily administrators. The undergraduate and graduate members shall be selected from among and by all student members of the Senate. The Undergraduate Student Government and Graduate Student Senate Presidents or their student Senate member designees will serve as the interim student representatives to the Senate Executive Committee during the summer months until the permanent members are selected.

Elections shall follow the annual election of such members and shall normally take place in April. For faculty and professional staff members, a term of service on the Executive

Committee shall begin on July 1 and shall be for three years. The term of membership in the Senate of a faculty or professional staff representative elected to the Executive Committee shall be automatically extended, if necessary, to be coterminal. For the student members, the term of service shall be one year, renewable to a maximum of three consecutive years. After the annual election, the Senate shall elect one of the ten faculty and professional staff members to serve as Chair of the SEC for a one-year term, which may be renewed. A vacancy on the SEC shall be filled by election for the duration of the vacancy.

ATTACHMENT 23

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs



RE: Notification of Proposed Changes to the *By-Laws of the University of Connecticut*

RECOMMENDATION:

That the Board of Trustees amend the By-Laws of the University of Connecticut, Article XII – The Institutes and Centers in Academic Affairs.

BACKGROUND:

The *By-Laws of the University of Connecticut* may be amended at any regular meeting of the Board by a recorded majority of all members of the Board provided that notice of any proposed amendment, including a draft thereof, shall have been given at a previous regular meeting. This document represents such notice and the resolution calling for the described amendments should be acted upon at one of the next three meetings of the Board.

The recommended changes to Article XII clarify the functions, structure, establishment, and review of Institutes and Centers in Academic Affairs. In proposing these changes, the Office of the Provost consulted with the Provost's Institute and Center Review Committee.

For the information of the Board, also attached is the original language of Article XII, with indications of the proposed amendments.

Article XII – The Institutes and Centers in Academic Affairs

(Deleted items struck through, new language underlined)

A. Functions:

The ability to make significant contributions to the University's teaching, research and outreach mission, and to solve increasingly complex problems, may be facilitated by interdisciplinary approaches that enable and encourage collaborative contributions from different disciplines. A center or institute provides a venue for activities that cannot flourish within existing academic structures. The goals of the center or institute should be congruent with those of the institution and capable of enhancing the achievement of these goals more efficiently than existing departments.

A Center is a unit that ordinarily has a focused mission and a clearly defined objective. It may involve a group of faculty from one or more departments from a single school/college or from different schools/colleges.

An Institute is a unit that ordinarily is larger, has a broader mission, and a more complex interdisciplinary focus than a center. It is expected that most institutes would involve faculty from multiple departments and schools/colleges. ~~Unlike centers, a primary mission of institutes is an academic one.~~

B. Membership Structure

Each institute or center shall consist of a director and ~~a minimum of four affiliated~~ participating faculty. The director will be appointed by the dean or other officer to whom the unit reports, in consultation with the Provost. The director shall be responsible for appointing any staff associated with the center or institute. Faculty appointments and consideration for promotion and/or tenure continue to be granted through academic departments of the University.

Each institute or center must have clear lines of responsibility, usually through a dean to the Provost or to the Vice President for Research. Centers may be primarily responsible to a department head, if department heads of affiliated faculty and the relevant dean approve. Externally sponsored activities (e.g., research/training grants, donations/gifts, fees for services and contracts and letters of agreement) of institutes and centers must have prior approval from the responsible administrative officers. Each center and institute will report annually on its activities for the year to the dean or other officer to whom the unit reports.

C. Reports Establishment and Review

~~Each institute or center must have clear lines of responsibility, usually through a dean to the Provost or to the Vice President for Research. Centers may be primarily responsible to a department head, if department heads of affiliated faculty and the relevant dean approve. Externally sponsored activities (e.g., research/training grants, donations/gifts, fees for services and contracts and letters of agreement) of institutes and centers must have prior approval from the responsible administrative officers.~~

The establishment of a new center or institute requires formal application to and approval from the Provost.

All centers and institutes will ~~be reviewed~~ undergo formal review on a five-year cycle to determine their continued contribution to the University's mission, except that centers and institutes in the Schools of Medicine and Dental Medicine will be reviewed at least every seven years. ~~Each center and institute will submit an Annual Report that documents scholarly accomplishments and productivity, including funding obtained during the year and any changes in the membership of participating faculty. The report is to be submitted to the department head(s) and dean(s) of the participating department(s) and school(s)/college(s) and a copy provided to the Provost.~~ Centers and institutes with academic programs shall have written procedures to conduct reviews of those academic programs on a regular cycle. The Provost will routinely inform the Board of Trustees, and if appropriate, the Health Center Board of Directors, of the establishment and discontinuation of all centers and institutes.

ATTACHMENT 24

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs



RE: Notification of Proposed Changes to the *By-Laws of the University of Connecticut*

RECOMMENDATION:

That the Board of Trustees amend the By-Laws of the University of Connecticut, Article XIV.K – Retirement.

BACKGROUND:

The *By-Laws of the University of Connecticut* may be amended at any regular meeting of the Board by a recorded majority of all members of the Board provided that notice of any proposed amendment, including a draft thereof, shall have been given at a previous regular meeting. This document represents such notice and the resolution calling for the described amendments should be acted upon at one of the next three meetings of the Board.

The recommended changes to Article XIV.K – Retirement support the process of determining emeritus status for faculty at UConn Health, where clinical privileges are also associated with emeritus status. These changes reflect the importance of having UConn Health faculty and the UConn Health Center Board of Directors evaluate any recommendations for emeritus status for any faculty who retire unless they are at the rank of full professor at the time of their retirement.

For the information of the Board, also attached is the original language of Article XIV.K, with indications of the proposed amendments.

Section XIV.K Retirement

(Deleted items struck through, new language underlined)

1. A faculty member's decision to retire is understood to be an individual one, but in the interests of continuity and proper academic planning, it is expected that the faculty member will give notice of ~~his/her~~ their plans at the earliest opportunity.

2. Any member of the faculty, who at the time of retirement is at the University of Connecticut and either retires under the provisions of the State Retirement Act or the Alternate Retirement Plan, may be awarded emeritus status. Also eligible is any member of the faculty who retires from an affiliated institution and whose promotion to rank of Professor in the School of Medicine or School of Dental Medicine was based on scholarship after review by the Senior Appointments and Promotions Committee, Dean, and Provost.

Appointment to emeritus status requires a positive vote of the Board of Trustees or Health Center Board of Directors (for faculty members with primary appointments in the School of Medicine or School of Dental Medicine).

Candidates from Storrs or regional campuses may be presented to the ~~appropriate~~ Board of Trustees when both of the following conditions are met:

- a. The faculty member holds the rank of Associate Professor or full Professor or equivalent titles for clinical, in-residence and extension [CIRE] faculty at the University of Connecticut.
- b. The faculty member has served at the University of Connecticut for at least five years.

Candidates from the School of Medicine or School of Dental Medicine may be presented to the Health Center Board of Directors when both of the following conditions are met:

- c. The faculty member holds the rank of Professor.
- d. The faculty member has served at the University of Connecticut for at least five years at this rank.

There shall be a standing University of Connecticut Emeritus Committee and a standing University of Connecticut Health Center Emeritus Committee. Faculty members who do not meet both conditions described in Section 2a and Section 2b, or Section 2c and 2d, above may become emeriti by vote of the Board of Trustees or the Health Center Board of Directors following recommendation of the President and the appropriate Emeritus Committee. Other professional staff are also eligible for this designation following recommendation of the President and the appropriate Emeritus Committee.

3. It is in the interest of the University that faculty emeriti continue their scholarly, teaching, and/or service activities. The University encourages the maintenance of informal and scholarly contacts between retired faculty members and their active colleagues and may provide working space, equipment, library facilities, and the like to all who can demonstrate reasonable need.

Such support will be contingent upon availability of resources. Deans and department heads, where appropriate, may invite emeriti for professional activities such as lecturing, serving on academic committees, and advising students.

4. Emeritus status is a privilege, not a right, and can be revoked at any time at the request of the President and/or ~~Retirement~~ appropriate Emeritus Committee with approval of the Board of Trustees or the Health Center Board of Directors for emeritus School of Medicine and School of Dental Medicine faculty.

ATTACHMENT 25

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs



RE: Notification of Proposed Changes to the *By-Laws of the University of Connecticut*

RECOMMENDATION:

That the Board of Trustees amend the By-Laws of the University of Connecticut, Article XIV.L – Leaves of Absence.

BACKGROUND:

The *By-Laws of the University of Connecticut* may be amended at any regular meeting of the Board by a recorded majority of all members of the Board provided that notice of any proposed amendment, including a draft thereof, shall have been given at a previous regular meeting. This document represents such notice and the resolution calling for the described amendments should be acted upon at one of the next three meetings of the Board.

The recommended changes to Article XIV.L – Leaves of Absence clarify sabbatical effort and the administration of additional pay for sabbaticals taken at half pay for a full year. These changes do not alter existing practice in this area; rather, these changes direct faculty to different policies for greater applicable detail.

For the information of the Board, also attached is the original language of Article XIV.L, with indications of the proposed amendments.

Section XIV.L. Leaves of Absence

(Deleted items struck through, new language underlined)

1. Sabbatical Leaves

- a. All sabbatical leaves, regardless of whether they are at full or reduced pay, are considered regular full-time active service to the University. Any compensation the faculty member will receive during a sabbatical must be addressed through applicable University policies. ~~Sabbatical leave, whether at full or reduced pay, is considered full-time service, and therefore, persons on sabbatical leave are not permitted to engage in paid employment elsewhere. If a staff member is considering an arrangement in which he/she will receive compensation for services from the University and from outside agencies which will together exceed his/her regular University salary, the staff member is expected to take a leave without pay rather than a sabbatical leave.~~

ATTACHMENT 26

DATE: March 30, 2022

TO: Members of the Board of Trustees

FROM: Radenka Maric, Interim President

RE: Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors

RECOMMENDATION

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement and attendant documents between the University of Connecticut (“University”) and the University of Connecticut Chapter of the American Association of University Professors (“UConn-AAUP”) by adopting the resolution at the end of this Memorandum.

BACKGROUND

The UConn-AAUP is certified as the exclusive collective bargaining representative for the University’s full-time faculty members, adjunct faculty, and other academic personnel as well as certain non-academic personnel in the Division of Athletics at all UConn locations other than UConn Health and the Law School.

The University and the UConn-AAUP are parties to a collective bargaining agreement, the most recent expiring on June 30, 2021. In anticipation of the expiration of that agreement, the University and the UConn-AAUP began bargaining a successor agreement in September 2020. As the parties had not reached a new agreement prior to expiration, in or about July 2021, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2022 or legislative approval of a successor collective bargaining agreement.

In March 2022, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UConn-AAUP. The tentative agreement was put to the members of the UConn-AAUP for a ratification vote, with the results expected on or about March 29, 2022.

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. The agreed upon changes are focused on a fair contract with special emphasis on issues related to salary disparities and equity, evaluation of faculty members, and clarity in processes, as well as fair compensation for members of the teaching and research workforce. Additionally, the parties have committed in side letters and memoranda of agreement to continue discussion and/or negotiation of important issues which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums.

If this Board approves the agreement, it will be submitted for approval by the State Office of Labor Relations with the General Assembly with approximately 35 other ratified collective bargaining agreements, some statewide and some specific to the University of Connecticut and the State University systems. If approved, the agreement between the University and the UConn-AAUP will take effect upon approval retroactive to July 1, 2021 and run through June 30, 2025.

SUMMARY OF KEY CONTRACT TERMS

Attorney Karen Buffkin, Executive Director of Employee Relations served as Chief Spokesperson and the attached Executive Summary of key contract terms with explanatory information has been provided by her office. (Please see Attachment 1)

RESOLUTION

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors is hereby approved; and

That the President of the University is authorized to execute such Agreement on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.



DATE: March 30, 2022

TO: Radenka Maric, Interim President

FROM: Karen Buffkin, Executive Director of Employee Relations

CC: Christopher Delello, Chief Human Resources Officer

RE: Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors

The University and the UConn-AAUP are parties to a collective bargaining agreement, the most recent expiring on June 30, 2021. In anticipation of the expiration of that agreement, the University and the UConn-AAUP began bargaining a successor agreement in September 2020. As the parties had not reached a new agreement prior to expiration, in or about July 2021, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2022 or legislative approval of a successor collective bargaining agreement.

In March 2022, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UConn-AAUP. The tentative agreement was put to the members of the UConn-AAUP for a ratification vote, with the results expected on or about March 29, 2022.

OVERVIEW

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. The agreed upon changes are focused on a fair contract with special emphasis on issues related to salary disparities and equity, evaluation of faculty members, and clarity in processes, as well as fair compensation for members of the teaching and research workforce. Additionally, the parties have committed to continue discussion and/or negotiation of important issues which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums. If approved by the Board of Trustees and the legislature, the agreement between the University and the UConn-AAUP will take effect upon approval by the legislature retroactive to July 1, 2021 and run through June 30, 2025.

Economic Provisions

Article 19 – Salary and Benefits

- General Wage Increase (GWI) and Merit: Consistent with the SEBAC framework, with 2% allocated to merit in lieu of increments consistent with the parties' past practice.

FY 2022: As soon as practicable following legislative approval of the agreement, 2.5% GWI and 2% one-time performance-based award retroactive to August 23, 2021.

FY 2023: Effective August 23, 2022, 2.5% GWI and 2% merit pool. GWI may be increased (from 2.5% to 3.5%) and merit pool decreased by equivalent amount (from 2% to 1%), not to exceed 1%, if inflation exceeds 2.5%.

FY 2024: Effective August 23, 2023, 2.5% GWI and 2% merit pool. GWI may be increased (from 2.5% to 3%) and merit pool decreased by equivalent amount (from 2% to 1.5%), not to exceed .5%, if inflation exceeds 2.5%.

FY 2025: Subject to reopener.

- One-Time Payment: Consistent with the SEBAC framework.

As soon as possible following legislative approval of the agreement, full-time employees on the payroll on March 31, 2022 will receive a \$2,500 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share. Adjuncts will receive a prorated share based on courses taught between Summer 2021 to Spring 2022 between \$313 to \$1,250.

Effective July 15, 2022, full-time employees will receive a \$1,000 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share. Adjuncts will receive a prorated share based on courses taught between Summer 2021 to Spring 2022 between \$125 to \$500.

One time payments to a bargaining unit member from all University and/or State of Connecticut employment cannot exceed the amount of the one-time payment for a full-time employee.

- Adjunct Compensation:

FY 2023: Increases from \$1,732 per credit to \$1,888 per credit.

FY 2024: Increases to \$1,973 per credit.

FY 2025: Subject to reopener.

Maintains that adjuncts with 4 consecutive semesters receive at least 2% above the minimum adjunct rate and expands it so that adjuncts with 12 consecutive semesters received at least 3% above the minimum adjunct rate.

- Promotions in Rank:

Increases the University’s allocation for promotional increases from \$50,000 to \$100,000 annually, with balance of promotional increases continuing to be funded from the merit pool.

Increases promotional increases:

	Instructor	Assistant Professor	Associate Professor	Professor
Current	\$900	\$1,500	\$3,000	\$4,500
FY 23	\$1,000	\$1,750	\$3,300	\$4,850
FY 24 and FY 25	\$1,200	\$1,750	\$3,500	\$5,500

- Salary Minima: Clarifies that determination of whether an employee’s salary must be adjusted to meet the minimum for their rank is made after all other salary increases are applied.

- Tuition Reimbursement:

Fund was increased from \$20,000 to \$40,000. Requests to the fund cannot be made more than sixty (60) days before the start of classes. This was in response to reports that employees in some programs with set plans of study were able to make requests from the fund months or years in advance, exhausting the fund before it could be accessed by employees in programs that do not have the same type of schedule.

- Professional Development:

Increases fund in next three fiscal years (FY 23, 24 and 25) from \$910,000 to \$1,000,000. Requires that the balance of funds to be carried over at the end of FY 2022 be divided proportionally and added to the fund in each of the next three fiscal years.

Increases maximum a faculty member may receive from the fund annually from \$2,000 to \$2,200.

Faculty members will not be permitted to access the fund if they have other professional development funds available, such as through grants or in departmental research accounts.

- Child Care: Increases from \$160,000 to \$190,000.

- Provost Fund:

Increases fund in next three fiscal years (FY 23, 24 and 25) from \$300,000 to \$350,000.

In next three fiscal years (FY 23, 24 and 25), adds an additional \$500,000 to the fund which is reserved solely to address salary disparities (including compression and inversion) and to make equity adjustments. Cannot be used to fund retention in response to competitive offers.

Article 24 – Research Assistants and Research Associates:

Raises salary increase at reclassification from \$500 to 2% or \$1,500, whichever is less.

Article 35 – Parking

The sliding scale for reduced Area 2 parking rates was adjusted and will continue to adjust each year by the same percentage as the annual percentage increase exclusive of merit.

The University may increase parking rates for existing parking garages at the beginning of each fiscal year at the same rate as other parking permits, plus an additional percentage not to exceed the merit pool for the same fiscal year.

Article 38 – Summer and Winter Compensation:

Increases rates for teaching during summer and winter:

	Non-W Courses		W Courses	
	Base	Per Credit Per Student	Base	Per Credit Per Student
Current	\$1,794	\$200	\$1,794	\$244
Effective 5/7/22	\$1,794	\$210	\$1,794	\$230
FY 23	\$1,830	\$220	\$1,830	\$235
FY 24	\$1,866	\$230	\$1,866	\$240
FY 25	Subject to reopener		Subject to reopener	

Increases maximum compensation limit for teaching a course during summer from 11% to 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is less.

Increases lab preparation fee from \$400 to \$500.

Increases fee for course preparation if class is cancelled from \$375 to \$400 per credit, but clarifies that a faculty member may receive the preparation fee for the same course only once.

Requires funds payable to a faculty member's departmental account to be transferred within two pay periods from the end of the applicable session.

Article 39 – Compensation for the Development of Online Courses:

Increases minimum compensation for developing an online course from \$7,500 to \$2,750 per course credit hour.

New Article – Compensation for Experiential Global Learning:

Meets request by Office of Global Affairs for a consistent payment scheme for faculty participation in an Experiential Global Learning programs. Compensation will be at a per credit rate equivalent to the minimum adjunct rate in effect at the start of the program. Provides a \$100 per student supplement for administrative duties. Requires University to provide round-trip transportation and housing for duration of the program. Provides a \$200 per week stipend for meals and incidentals.

Non-Economic Provisions

Throughout the contract, changes have been made to utilize more gender-inclusive pronouns, outdated references to offices and committees have been updated, expired provisions have been removed, and other minor clarifications and updates were made.

Article 5 – Nondiscrimination:

Added ethnicity and clarifies religious creed in the list of protected classes, consistent with University policy and applicable law.

Article 7 – Board Prerogatives:

Clarifies that the Board of Trustees has the right to “direct the use of its resources” and to establish fees.

Article 8 – Maintenance of Procedures:

Requires the University to forward proposed changes to the *By-Laws* to the UConn-AAUP at the time they are made available to the public, and earlier where possible.

References to the *By-Laws* in the contract will be to the most current version, rather than the version in effect at the time the contract was ratified. Throughout the contract references to the *By-Laws* include a parenthetical referring to this provision (Article 8.3).

Incorporates language from Article 32 (Due Process in University Personnel Matters) back into Article 8.4. This language was previously in Article 8 but moved to Article 32 in the 2017-2021 contract.

Article 10 – Contractual Grievance Process:

Clarifies who may be designated to hear grievances and their appeals, particularly for Athletics which does not report to the Provost.

Provides that the rules of the American Arbitration Association will govern arbitrations unless alternative rules are mutually agreed upon by the parties.

Allows for an arbitrator to hear more than one grievance where the matter involves the same grievant or a common nucleus of facts, and where mutually agreed to by the parties.

In cases where there is a dispute about the sufficiency of information to investigate a grievance, requires the parties discuss the situation and possible accommodation, and requires that neither party unreasonably withhold information.

Article 12 – Personnel Files:

Updates language to account for documents which are created or stored in an electronic fashion.

Provides for notice to the faculty member if documents are to be released from personnel file in response to a request not covered by applicable law.

Article 13- Members of the Unit Not in a Tenure Track:

Closes a gap in period for notice of non-renewal or termination of employees in their first non-probationary year of employment; set respectively at thirty (30) and sixty (60) calendar days.

Updates evaluation process to refer to procedures developed pursuant to Article 30.5.B.

Clarifies that each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the employee engaged in other acts of misconduct.

Clarifies that salary and benefits do not continue past termination if discipline is for serious misconduct of any sort (not just job abandonment).

Requires University to provide employee and UConn-AAUP status updates on University investigations upon request and to notify an employee of an investigation resulting in a finding of no violation of University policies within five (5) business days.

A memorandum of agreement establishes a work group to make recommendations to the Provost on ways the University can support non-tenure track faculty, who in practice do not have access to sabbatical leave, in the advancement of knowledge or professional improvement to the mutual benefit of the University and the individual. The working group, any initiatives implemented as a result of its recommendations, and any funds allocated to such initiatives expire on June 30, 2025 unless otherwise agreed to by the parties.

- Academic Assistants and Facilities Scientists

Clarifies that Academic Assistants/Facilities Scientists (AAs) must request paid time off in advance where possible and record it in a location available to both the employee and their supervisor. Permits AAs to use up to ten (10) days of their paid sick leave for an FMLA-approved caregiver leave.

Updates holidays to reflect alternative recognition of President's Day as Washington's Birthday and Columbus Day as Indigenous Peoples Day.

A memorandum of agreement will allow AAs to carry-over up to eight (8) vacation days to their next appointment on a one-time basis in recognition that the employees may have been unable to take time off during the pandemic due to work.

Article 15 – Selection and Review of Department Heads:

Sets term of appointment of a department head at up to five (5) years. Department heads shall not serve more than two (2) consecutive terms unless voted upon by the department and sets limit at three (3) consecutive terms.

Deans may waive review of a department head if they have decided not to reappoint to another term.

Clarifies that department heads may be removed from their appointment through the contractual discipline process.

Article 17 – UConn-AAUP Security and Payroll Deductions:

Revised to be consistent with the *Janus* decision, eliminating payment of the agency fee. Requires UConn-AAUP to provide University with list of employees who have authorized a dues deduction.

Requires new members of the bargaining unit to attend University-sponsored orientation and permits the UConn-AAUP time to meet with employees during orientation.

Article 19 – Salary and Benefits:

Updates satisfactory evaluation (Article 19.4) to refer to procedures developed pursuant to Article 30.5.B.

Consistent with University policies, defines “dependent child” for purposes of the tuition waiver to include the employee’s biological child, stepchild who is the biological or adopted child of the employee’s spouse, or legally adopted child.

Clarifies language around medical leave to be consistent with federal and state laws and applicable University policies.

Article 24 – Research Assistants and Research Associates:

Clarifies that Research Assistants and Associates (RAs) must request paid time off in advance where possible and record it in a location available to both the employee and their supervisor. Permits RAs to use up to ten (10) days of their paid sick leave for an FMLA-approved caregiver leave.

Updates holidays to reflect alternative recognition of President’s Day as Washington’s Birthday and Columbus Day as Indigenous Peoples Day.

A memorandum of agreement will allow RAs to carry-over up to eight (8) vacation days to their next appointment on a one-time basis in recognition that the employees may have been unable to take time off during the pandemic due to work.

Creates probationary period for new RAs during which they can be dismissed on two weeks’ notice and which is not grievable.

Article 25 – Merit:

Clarifies merit process and allocation of merit pool for faculty members in academic units other than a department.

In determining merit awards for department heads, requires deans to consider department merit criteria in discipline specific areas.

Requires department head to inform each faculty member of their merit recommendation and allows faculty member seven (7) days to request a meeting with the head. Requires department head to inform each faculty member when the merit recommendation is forwarded to the dean and allows the faculty member fourteen (14) days to discuss the head’s recommendation with the dean. Requires dean to inform a faculty member if their recommendation to the provost differs from the department head’s recommendation.

Moves date for notifying faculty member of merit increase from August 15th to prior to the increase appearing in their paycheck.

Article 26 – Temporary Employees:

In cases where an adjunct faculty member has a multiyear appointment terminated due to programmatic change or bona fide fiscal constraints, provides that receipt of the multiyear appointment will be a favorable factor in consideration for future assignments for which the adjunct is qualified.

Allows library and email privileges to be revoked when an adjunct faculty member is terminated for cause.

A side letter provides that the University and the UConn-AAUP will discuss (but not negotiate) health insurance for adjunct faculty.

Article 27 – Discipline for Tenured and/or Tenure-Track Faculty:

Clarifies that each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the employee engaged in other acts of misconduct.

Clarifies that salary and benefits do not continue past termination if discipline is for serious misconduct of any sort (not just job abandonment).

Requires University to provide employee and UConn-AAUP status updates on University investigations upon request and to notify an employee of an investigation resulting in a finding of no violation of University policies within five (5) business days.

Article 30 – Faculty Participation in Departmental Governance:

Requires departments to develop procedures and criteria to conduct a performance review of faculty. The purpose of the review is to promote, maintain and enhance excellence in job performance and to foster informed communication between employees and their supervisors. Each year, the department head is required to provide a written summary to the faculty member stating their anticipated workload for the next academic year, providing formative feedback, and stating whether the faculty member's overall performance is satisfactory or unsatisfactory. Faculty members shall receive four (4) months' notice before receiving an unsatisfactory performance review which will trigger a meeting with the faculty member and their department head to develop a plan to achieve an overall satisfactory rating. An unsatisfactory performance rating may be appealed through the grievance procedure.

Requires departments to develop criteria for measuring workload and baseline workload expectations that faculty members must perform each academic year. Changes to workload policies must be published to faculty members 120 days period to the effective date.

Requires departments to develop guidelines for effective teaching assessment beyond SET for those faculty members who have teaching duties.

Permits departments to create a separate advisory committee for promotion and reappointment of non-tenure track faculty, or to use the existing committee for promotion, tenure and reappointment of tenured and tenure-track faculty.

Requires departments to develop processes for selection and review of departmental administrative positions held by faculty members.

Eliminates ability for departments to forego developing required governance documents.

Requires department governance documents to be shared with the Dean and the UConn-AAUP by no later than January 1, 2023. Subsequent revisions also will be shared.

Article 31 – Promotion, Tenure and Reappointment:

Creates a joint labor management committee to review the Promotion, Tenure and Reappointment (PTR) and Promotion and Reappointment (P&R) processes, including all documents and related forms. The committee will make recommendations to the Provost.

Article 34 – Tenure Appeal:

Establishes fourteen (14) day period for selection of the Select Committee and requires that their decision be issued no later than August 1.

Article 38 – Summer and Winter Compensation:

Allows for summer or winter teaching to be considered in merit evaluation where part of the faculty member's normal load or departmental practices specifically include consideration for it.

Article 39 – Compensation for the Development of Online Courses and Appendix C – Online Credit Course Development and Intellectual Property Agreement:

Removes University's ability to use an online course developed under this article when teaching the course would cause the faculty member to exceed their maximum compensation limit.

If teaching all sections of an online course would cause a faculty member to have an overload during the academic year, the faculty member may exchange it for a load adjustment in a subsequent semester with prior approval of the dean and department head.

Creates guidelines for hiring adjunct faculty to develop online courses on a "work for hire" basis. Includes a limited right of first refusal for the developing adjunct to teach a class using materials they developed relative to other adjunct faculty members.

Appendix B – Faculty Medical Leave Guidelines:

Paid and unpaid sick leave under the Faculty Medical Leave Guidelines (FMLG) will be available to non-tenure track faculty with more than three (3) years of service in a non-tenure track position for their own personal illness. If granted, FMLG benefits terminate on the employee's appointment end date, but may be extended into a subsequent appointment with approval of the dean and provost.

Clarifies that if a faculty member accesses the FMLG benefits a second or subsequent time within the three (3) period from when they initially accessed the paid sick leave, then they are limited to the remaining paid sick leave eligibility for that three (3) year period.

New Article – Office Space:

Requires the University to manage office, research and instructional space and technology in an equitable manner consistent with instructional and pedagogical needs and the obligation to comply with FERPA. The availability, location and nature of the space or technology shall be determined by the University, taking into account input from the faculty member. This article is neither grievable nor arbitrable.

Duration

The contract will have a duration of July 1, 2021 through June 30, 2025. There will be a reopener on general wage increases, merit, minimum adjunct compensation, and summer and winter compensation for fiscal year 2025.

Further Negotiations

Article 37 – Athletics: The parties have agreed to a reopener to negotiate changes to Article 37 to begin no earlier than May 15, 2022, with a goal to be completed by August 31, 2022. The University does not withdraw its petition at the State Board of Labor Relations to remove Head Coaches and Associate Head Coaches from the bargaining unit.

Policy on Extra Compensation for Full-Time Faculty in AAUP: The parties agreed in a side letter to discuss changes to the extra compensation policy. If the discussions do not lead to a mutually satisfactory resolution by August 15, 2022, the UConn-AAUP may demand to bargain. Neither party waives any arguments as to whether this is a mandatory subject of bargaining which must be negotiated.

Course Enrollments: The parties agreed in a side letter to begin discussion of issues pertaining to course enrollments no later than July 1, 2022. If the discussions do not lead to a mutually satisfactory resolution by October 15, 2022, the UConn-AAUP may demand to bargain. Neither party waives any arguments as to whether this is a mandatory subject of bargaining which must be negotiated.

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut Board of Trustees

and

**The University of Connecticut Chapter of the
American Association of University Professors**

July 1, 2021 – June 30, 2025

TABLE OF CONTENTS

ARTICLE 1

RECOGNITION

The Board of Trustees recognizes the University of Connecticut Chapter of the American Association of University Professors as the exclusive bargaining representative of members of the staff who are employed one-half time or more and who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer, Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Assistant Research Professor, Associate Research Professor, Academic Assistants I, II, III, IV, V, Research Associate I, II, III, Research Assistant I, II, III, Extension Professor, Clinical Professor, Senior Cooperative Extension Educator, Senior Cooperative Extension Educator In Residence, Associate Extension Professor, Associate Clinical Professor, Cooperative Extension Educator, Cooperative Extension Educator In Residence, Assistant Extension Professor, Assistant Clinical Professor, Associate Cooperative Extension Educator, Associate Cooperative Extension Educator In Residence, Extension Instructor, Clinical Instructor, Assistant Cooperative Extension Educator, Assistant Cooperative Extension Educator In Residence, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar, Specialist I, II, III, IV, Adjunct Faculty, teaching courses for credit unless otherwise excluded, Facilities Scientist I, II, III, IV, V, Coach and Trainer excluding those classifications and titles listed below under EXCLUSIONS and all other supervisory, confidential, and managerial employees as defined in the Connecticut General Statutes Chapter 68 Section 5-270 (e) through Section 5-270 (g) for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty" or "members of the bargaining unit."

ARTICLE 2

EXCLUSIONS

2.1 Members of the staff who hold the following titles are excluded from the bargaining unit: President, Provost, Vice Provost, Executive Vice President and Chief Financial Officer, Vice President, Chief of Staff, Deputy Chief of Staff, Associate and Assistant Vice Provost, Associate and Assistant Vice President, Dean, Associate Dean, Assistant Dean, Director, Associate Director, Assistant Director, University Staff Professionals I-VI, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Graduate Assistants and Graduate Students, Specialists other than those in the Division of Athletics, and those who hold a faculty or research rank in addition to their Specialist title, all confidential and managerial employees, and all other employees of the University.

2.2 The inclusion or exclusion in the bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the UConn-AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

2.3 The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the UConn-AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

ARTICLE 3

ACADEMIC FREEDOM

3.1 The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in the University of Connecticut By-Laws (as set forth in Article 8.3).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure. Discipline will not be used to restrain bargaining unit members in the exercise of academic freedom. Academic freedom can be used as a defense in any disciplinary proceeding.

ARTICLE 4

GOVERNANCE

4.1 Although the UConn-AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration, and the Board of Trustees.

4.2 Collegiality in academic governance on each campus of the University of Connecticut can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the Provost of the University or their representatives. Upon request of the Senate, the Provost should transmit recommendations of the Senate to the Board of Trustees for their consideration.

4.3 This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

ARTICLE 5

NONDISCRIMINATION

5.1 The Board and the UConn-AAUP agree that no bargaining unit member shall be unlawfully discriminated against because of race, color, ethnicity, religious creed, sex, age, national origin, marital status, ancestry, sexual orientation, political belief, political affiliation, disability unrelated to ability to perform professionally, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, and past or present history of a mental illness), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, or membership in other protected classes set forth in state or federal law that excludes an individual from participation, denies the individual the benefits or treat the individual differently, or otherwise adversely affects a term or condition of an individual's employment or participation in an employment-related University program or activity. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

5.2 Neither the Board nor the UConn-AAUP shall discriminate against, intimidate, restrain, coerce, or interfere with any terms and conditions of employment of any bargaining unit member because of or with respect to their lawful union activities, including participation in a grievance, or in UConn-AAUP committees or bodies, or because they refrain from such UConn-AAUP activities or National AAUP membership. In addition, there shall be no discrimination against any bargaining unit member in the application of the terms of this Agreement because of membership or non-membership in the AAUP.

ARTICLE 6

DIVERSITY AND AFFIRMATIVE ACTION POLICY

The parties are committed to the creation and maintenance of a diverse faculty and staff. The Administration and the UConn-AAUP will cooperate in carrying out the University's diversity and affirmative action policy. Two (2) bargaining unit members nominated by the UConn-AAUP shall be appointed to the University Committee charged with advising the President and Provost on diversity issues, in the event such a committee is established, *e.g.* University Diversity Council (as such committee may be renamed).

ARTICLE 7

BOARD PREROGATIVES

7.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the government of the University and shall determine the general policies of the University, including, those concerning the admission of students, and the establishment of schools, colleges, divisions, and departments. The Board of Trustees shall have the right to direct the use of its resources and expenditure of the University's funds within the amounts available, and shall establish tuition and fees and may make refunds of the same.

7.2 The Board of Trustees, within available funds shall have sole jurisdiction over the selection, appointment, assignment of duties, amount of compensation, sick leave, vacation, leaves of absence, termination of service, rank, and status of the individual members of the professional staff of the University.

7.3 Said Board shall determine who constitutes the professional staff of the University and establish compensation and classification schedules for its professional staff.

7.4 These rights, responsibilities, and prerogatives are not subject to delegation to the UConn-AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the grievance provisions of this contract.

ARTICLE 8

MAINTENANCE OF PROCEDURES

8.1 The parties agree that all written policies and procedures impacting upon mandatory subjects of bargaining may be changed only by agreement of the Board of Trustees and the UConn-AAUP. In addition, the UConn-AAUP will be notified in advance of any proposed changes in written policies and procedures, which affect members of the bargaining unit.

8.2 In the event there is a proposal to amend any provision of the University By-Laws now in existence which directly impacts negotiable terms and conditions of employment of bargaining unit members, including the faculty grievance procedure in the By-Laws, such proposal will first be negotiated with the UConn-AAUP. The University will forward any proposed changes to the University By-Laws to the UConn-AAUP at the time they are made available to the public. Reasonable efforts will be made to provide greater notice to the UConn-AAUP where possible.

8.3 Where the University By-Laws are referenced in the collective bargaining agreement, it shall refer to the most current version of the By-Laws, as they may be amended from time to time.

8.4 Due process requires the University to protect members of the bargaining unit from discrimination, prejudice and distortion in their records pertaining to evaluation for promotion, tenure and any other University personnel matter.

ARTICLE 9

MEET AND DISCUSS

9.1 To assure the efficient and harmonious operation of the University, the parties agree to meet and discuss at least once a month, upon request of one of the parties, any matters of official concern, including budget proposals and long-range planning, or matters relative to this agreement, arising during the life of this contract which require attention. This provision shall not be construed as requiring either party to bargain during these meetings with respect to any non-mandatory subject of bargaining. The UConn-AAUP committee for this purpose shall consist of no more than

five (5) members of the bargaining unit. Agenda items shall be submitted by both parties at least one (1) week in advance.

9.2 In the event the UConn-AAUP wishes to discuss issues related to collective bargaining or non-contractual issues with the President, the UConn-AAUP will request such a meeting through the University official in charge of collective bargaining and provide an agenda of such meeting to that office at least one (1) week in advance of the meeting. Depending on the submitted agenda such meeting with the President or their designee shall be scheduled at a mutually agreeable time and place. Except by mutual agreement, such meetings shall not be held more than once during each school semester.

9.3 Nothing in this article restricts the right of the Administration to meet with committees or individual faculty members to discuss such matters as the Administration desires with the exception of those items which are reserved, by statute, for negotiations with the bargaining agent.

ARTICLE 10

CONTRACTUAL GRIEVANCE PROCEDURE

10.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between University administrators and bargaining unit members, so that the formal grievance procedure will not normally be necessary.

10.2 Definition

The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement.

10.3 Resort to Other Procedure

If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member of the bargaining unit seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure. For the purpose of this Agreement, however, the parties agree that a complaint filed by a member of the bargaining unit with the University of Connecticut's Office of Institutional Equity or Office of University Compliance are internal investigatory procedures and the member of the bargaining unit shall retain all rights to proceed with the Article 10 grievance process.

10.4 Step 1

A. A member of the bargaining unit and/or a representative of the UConn-AAUP (if the member of the bargaining unit so desires) shall first discuss the problem with the University official against whom the member of the bargaining unit is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the UConn-AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member of the bargaining unit or the UConn-AAUP (if requested by the member of the bargaining unit) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or their designee for a satisfactory adjustment and provide a copy to the University official in charge of collective bargaining. If the grievance involves a member of the bargaining unit who is in Athletics, the grievance shall be submitted to the director of athletics. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being aggrieved. After receiving the formal grievance the dean, director, Director of Athletics or designee will meet with the aggrieved member of the bargaining unit within fifteen (15) calendar days after receiving the formal grievance and will give their decision in writing to the aggrieved within seven (7) calendar days of such meeting.

10.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the bargaining unit may, within seven (7) calendar days, appeal in writing to the Provost's Office and provide a copy to the University official in charge of collective bargaining. The Provost or their designated vice provost, or designated vice president if the bargaining unit member is in a department or unit that does not report to the Provost, shall meet with the member of the bargaining unit and a UConn-AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the UConn-AAUP within seven (7) calendar days of such meeting. The UConn-AAUP shall be notified and allowed to participate through Step 2. If the grievance involves a member of the bargaining unit in Athletics the appeal shall be made to the President's Office and heard by the President or their designated vice president or other designee upon mutual agreement of the parties, in accordance with the provisions of this paragraph.

10.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the UConn-AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Provost's Office (or in the case of a member of the bargaining unit who is in Athletics, with the President's Office) and to the University official in charge of collective bargaining for the University within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the UConn-AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or de novo judicial consideration.) The terms of the agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the UConn-AAUP representative at any point during Step 3.

10.7 Selection of Arbitrator

The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within ten (10) calendar days of filing the notice. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the parties.

10.8 Authority of the Arbitrator

The arbitrator shall hear and decide only one (1) grievance in each case, except where the grievance involves the same grievant or there is a common nucleus of facts, and upon mutual agreement of the parties. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

10.9 Fees and expenses of the arbitrator shall be borne equally by the Board of Trustees and the UConn-AAUP.

10.10 General Provisions

A. Except for grievances arising under Article 25.5 (which shall be dealt with in accordance with Article 25.6), any grievance as defined above not presented for disposition in writing within thirty-seven (37) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the UConn-AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the UConn-AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the UConn-AAUP.

B. No member of the bargaining unit may file for arbitration except with the approval and participation of the UConn-AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during University business hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section are defined as aggrieved members of the bargaining unit, their appropriate UConn-AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure. This does not include terms and conditions of employment set forth in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Provost (or in the case of a member of the bargaining unit who is in Athletics, by the President) and the UConn-AAUP acting through its President.

F. The UConn-AAUP on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure. If there is a dispute about the sufficiency of information to investigate a grievance, the University official in charge of collective bargaining and a representative of the UConn-AAUP shall promptly meet to discuss the situation and possible accommodation. Neither party shall unreasonably withhold information.

G. Grievances involving the University of Connecticut Board of Trustees' By-Laws (as set forth in Article 8.3) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

ARTICLE 11

ADDITIONS TO THE BY-LAWS GRIEVANCE PROCEDURES

11.1 Except for disciplinary grievances (which are grievable under Articles 13, 26, 27 and 37) and contractual grievances (which are grievable under Article 10), grievances arising out of the application or interpretation of the University of Connecticut By-Laws (as set forth in Article 8.3), and policies of the University, shall be brought through the faculty grievance procedures outlined in the University By-Laws (as set forth in Article 8.3) (“Faculty By-Laws Grievance Procedure”). Prior to the first step of the Faculty By-Laws Grievance Procedure, an informal conference shall be held between the faculty member who alleges they are aggrieved and the appropriate University administrator to discuss the alleged grievance. The faculty member, if they desire, may be accompanied by a representative of the UConn-AAUP. Grievances brought under the Faculty By-Laws Grievance Procedure shall be filed within thirty-seven (37) calendar days of the occurrence of the event or when the member knew or reasonably should have known of the event giving rise to the grievance. The grievance must be presented in writing and identify the provision of the University By-Laws or University policy allegedly violated.

11.2 Within seven (7) calendar days of the informal conference referenced in Paragraph 11.1 above, the University administrator shall provide in writing their answer to the faculty member. A copy of this answer shall be given to the UConn-AAUP.

11.3 If the faculty member still feels aggrieved, they may file within fifteen (15) calendar days of receipt of such answer a written grievance in conformity with the Faculty By-Laws Grievance Procedure. Settlements made under the Faculty By-Laws Grievance Procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the UConn-AAUP.

11.4 No bargaining unit member may pursue a grievance under Article 10 if the bargaining unit member also pursued, or is in the process of pursuing, a grievance under the Faculty By-Laws Grievance Procedure. No bargaining unit member may pursue a grievance under the Faculty By-Laws Grievance Procedure if the bargaining unit member also pursued, or is in the process of pursuing, a grievance under Article 10.

ARTICLE 12

PERSONNEL FILES

12.1 For the purposes of this article, personnel file shall mean any file that may be used in evaluating the performance or conduct of any member of the bargaining unit. The personnel file includes the Promotion, Tenure and Reappointment (“PTR”) file for tenured and tenure-track faculty and the Promotion and Reappointment (“P&R”) file for non-tenure track faculty, which may be maintained electronically or in hard copy, in the department, school or college, or by the Provost’s Office. The official personnel file is maintained centrally in the University’s Department of Human Resources and includes documents maintained in hard copy as well as documents which are now maintained by Human Resources in an electronic format.

12.2

A. Bargaining unit members are entitled to see any materials used to support personnel actions. In the presence of an appropriate staff member, which may include a representative of Human Resources, and at a time convenient to both parties, but not later than five (5) working days after the request is made by the bargaining unit member, a bargaining unit member shall have access to their personnel file or PTR/P&R files at all levels or be provided with an electronic version.

B. The only others who shall have access to such files are:

1. Administrators, Human Resources employees, and members of the bargaining unit on official business and;
2. UConn-AAUP representatives with the consent of the bargaining unit member.

C. The Administration shall maintain the privacy of personnel files consistent with this article and applicable law. In cases where there is a request for a personnel file which is not covered by applicable law, HR must provide notice to the bargaining unit member before releasing any information from the personnel files.

12.3 A bargaining unit member may at any time obtain a copy of material in their personnel files, for which the bargaining unit member may be charged at cost. If requested, copies shall be authenticated by an appropriate representative of the Administration.

12.4 No anonymous material shall be included in a personnel file.

12.5 A member of the bargaining unit may log the contents of their personnel file, listing items and dates, in the presence of a Human Resources employee. At the request of the member of the bargaining unit, their department head or designee may also be present. Both the employee and a representative of Human Resources, and the department head or designee if present, shall sign the log and retain a copy for their files. At the request of the member of the bargaining unit, and at a time mutually agreeable, a member may update the log. Similarly, a bargaining unit member may log or update a log of the contents of their PTR or P&R file in the presence of an

appropriate staff member. Completeness of the file shall be the responsibility of the member of the bargaining unit.

12.6 Each member of the bargaining unit shall be entitled to include in the appropriate file a rebuttal of any statement therein contained.

12.7 A member of the bargaining unit may petition the Dean of their school or college or other appropriate administrator to remove any materials from their personnel file which the member can prove is factually in error. The factual validity of materials included in the PTR/P&R file shall be subject to challenge solely within the PTR/P&R process itself.

ARTICLE 13

MEMBERS OF THE UNIT NOT IN A TENURE TRACK

13.1 This article pertains to members of the bargaining unit not in a tenure track in the following titles:

Academic Assistant I, II, III, IV, V, Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Assistant Cooperative Extension Educator, Associate Cooperative Extension Educator, Cooperative Extension Educator, Senior Cooperative Extension Educator, Lecturer, Facilities Scientist I, II, III, IV, V, and all faculty with Clinical and In-Residence titles.

13.2 Probationary Period for Bargaining Unit Members Not in a Tenure Track

A. New bargaining unit members not in a tenure track shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of their probationary period, they shall receive one month's notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. Following the completion of the probationary year, bargaining unit members not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below. Beginning the seventh year, or prior to the seventh year upon recommendation of the department or academic unit and approval by the dean or equivalent official, reappointed members of the bargaining unit shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the procedures and standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed below.

1. Probationary employees shall receive fourteen (14) calendar days' notice;
2. After one (1) year of probationary employment, thirty (30) calendar days' notice;
3. After one (1) year of non-probationary employment: sixty (60) calendar days' notice;
4. After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) calendar days' notice;
5. After receiving a multi-year contract: three hundred (300) calendar days' notice.

C. Prior to the end of the second year of this agreement, Human Resources shall conduct an audit of all members of the bargaining unit covered by this article to determine if any such bargaining unit members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet prior to the start of the next academic year to discuss the matter and determine what action should be taken.

D. Unless otherwise specified in this Article, neither the dismissal of the bargaining unit-member during their probationary period nor the non-renewal of the bargaining unit member prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut By-Laws (as set forth in Article 8.3). Dismissal or non-renewal of a bargaining unit member following successful completion of their probationary period shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

13.3 Evaluation System

The parties agree that the purpose of an evaluation system is to promote, maintain, and enhance excellence in job performance and to foster informed communication between bargaining unit members and their supervisor(s).

13.4 Evaluation Procedures

Performance Review of members of the bargaining unit not in the tenure track shall be in conformance with procedures developed pursuant to Article 30.5(B).

13.5 Notice of Termination

In the event of non-continuation of a program or bona fide fiscal constraints during the term of an employment contract, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

- A. Probationary employees shall receive thirty (30) calendar days' notice;
- B. After one (1) year of probationary employment, sixty (60) calendar days' notice;
- C. After one (1) year of non-probationary employment: ninety (90) calendar days' notice;
- D. After continuous non-probationary employment between two (2) and five (5) years: one hundred eighty (180) calendar days' notice;
- E. After receiving a multi-year contract: three hundred (300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

13.6 Academic Assistants and Facilities Scientists

Academic Assistants and Facilities Scientists shall be entitled to leaves with pay according to the following schedule. Academic Assistants and Facilities Scientists appointed at less than full time or for durations less than one (1) year will be entitled to leaves with pay on a prorated basis. Use of paid time off must be requested in advance where possible and recorded when used in a location available to both the member of the bargaining unit and their supervisor. Leave not taken annually will be neither carried over nor compensated.

A. Vacation

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive twenty-two (22) days maximum for vacation to be taken at a time mutually agreed to by the supervisor and the employee. There will be no carry-over of vacation beyond the end date of a grant or employment contract

B. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday/President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus/Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when an Academic Assistant or Facilities Scientist is expected to be on duty the Academic Assistant or Facilities Scientist will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

C. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Up to ten (10) of these days may be used during an FMLA-approved caregiver leave. Employees may be required to provide an acceptable medical certificate. There will be no carry-over of sick leave beyond the end dates of a grant or employment contract.

D. Personal Leave

Effective August 23 of each year of the contract each Academic Assistant and Facilities Scientist shall be credited with one (1) day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken.

13.7 Dismissal or Non-Renewal of a Multi-Year Appointment for Just Cause

(This section is applicable to non-probationary employees only):

The parties wish to encourage open communication between administrators and non-tenure track bargaining unit members and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a non-probationary bargaining unit member not in the tenure track or non-renewal of such a bargaining unit member following a multi-year appointment should occur only as the final step in a progressive disciplinary system. The level of proof shall be a preponderance of the evidence. Each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track members of the bargaining unit.

A. Discipline, dismissal, and non-renewal of a multi-year appointment shall be for just cause such as:

1. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments;
2. Insubordination or serious noncompliance with the University of Connecticut By-Laws (as set forth in Article 8.3), the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research or NCAA Rules and Regulations;
3. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase, or other benefit;
4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees or others who are engaged with the University in its business or operations;
5. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 30.5(B).

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay or non-renewal for just cause following a multiyear appointment.

1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement (Step B.1), the bargaining unit member may request in writing a hearing before their Dean or Director or their designee, with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the bargaining unit member's written request. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) calendar days.

3. Within seven (7) calendar days of receiving the recommendation in Step B.2 above, the bargaining unit member shall have the right to submit a written appeal to the Provost or their designee, who is not a member of the bargaining unit. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) calendar days.

4. The decision of the Provost or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through Step B.3 above but shall not be grievable to arbitration.

D. Immediate Suspension and Loss of Salary

1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with salary and benefits for which the member of the bargaining unit is eligible under the applicable plans until the hearings described in Steps B.2 and B.3 above have taken place, or the opportunity to have such hearings has been afforded to the bargaining unit member, and only after discussion with the UConn-AAUP.

2. In the event the discipline involves the loss of salary and benefits and the decision is appealed to arbitration, the salary and benefits for which the member of the bargaining unit is eligible under the applicable plans shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at Step B.4, whichever is sooner. In the event the discipline is for serious misconduct, this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that whenever the Promotion and Reappointment (P&R) procedures are used for promotion and/or reappointment for member of the bargaining unit not in tenure track they should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the P&R process be construed as falling under this Article.

G. In investigations conducted by the University, UConn-AAUP and the a bargaining unit member will be provided with an update as to the status of the investigation upon request and shall receive notification of the closing of an investigation resulting in a finding of no violation of University policies within five (5) business days.

ARTICLE 14

REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS OR FOR FINANCIAL EXIGENCY

14.1 Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or for what the Administration believes to be a bona fide financial exigency, the procedures below shall be followed.

14.2 Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency that may require a reduction in the faculty, the Administration shall notify the UConn-AAUP promptly.

A. At a time mutually agreeable to both parties, but in no case less than five (5) calendar days before presentation to the Board of Trustees, a meeting shall be held between the President of the University, the Provost, the appropriate Vice Presidents or Vice Provosts, and the UConn-AAUP or the purpose of reviewing the entire budgetary outlook of the University. The President, the Provost, and the appropriate Vice Presidents or Vice Provosts shall document the financial position of the University and its reasons for its declaration to the UConn-AAUP along with recommendations for alleviating the situation.

B. At that or a subsequent meeting, but prior to the meeting with the Board of Trustees, the UConn-AAUP may present to the Provost its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

C. In the event that the Administration wishes to present to the Board of Trustees recommendations with which the UConn-AAUP does not concur, the UConn-AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

14.3 If the course of action adopted by the Board of Trustees requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Provost, the appropriate Vice Presidents or Vice Provosts, the UConn-AAUP, the Deans of the affected schools, the Head(s) of the affected department(s), and a faculty representative chosen by the

Senate Executive Committee shall meet to identify faculty whose termination is to be recommended to the Provost. In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member, provided they are suitably qualified, to another unit of higher education.

14.4 The following criteria shall apply to the identification of faculty whose termination is to be recommended:

A. Except where demonstrable and serious distortion of an academic program would result, non-tenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

B. In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account: the academic needs of the affected program(s); the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service; the length of service of the affected faculty; and the Affirmative Action aims of the University.

C. In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs, including at the regional campuses.

14.5 The following procedure shall govern the case of any faculty member whose termination is recommended to the Provost:

A. Prompt notice of the recommendation to terminate will be given.

B. The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in the University of Connecticut By-Laws (as set forth in Article 8.3).

14.6 If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

14.7 In all cases of termination because of financial exigency or program discontinuance, the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

14.8

A. During a period of two (2) years from the date of termination, the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty (30) days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

B. If a faculty member was enrolled in a health insurance program at the time of layoff during the recall period, they shall be entitled to purchase health insurance benefits for up to seventy-eight (78) weeks following the layoff at the group rate in effect for the bargaining unit.

C. A tenured faculty member who has received notice of layoff as the result of financial exigency shall be entitled during their period of notice up to \$2,000 for reimbursement for fees charged by professional placement or occupational counseling services.

D. A tenured faculty member who has received notice of layoff shall be entitled during their period of notice and recall to reimbursement for coursework for up to \$2,000 per semester.

14.9 Standards of Notice for Tenured and Tenure-Track Employees

A. In all cases of termination or program discontinuance because of financial exigency, the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three (3) months; in the second, third or fourth year of service, six (6) months; after the fourth year of service, one (1) year. Tenured faculty shall be entitled to fifteen (15) months of notice.

B. In cases of termination for reasons unrelated to financial exigency, the following standards of final notice or severance pay shall apply: In the first year of service, three (3) months; in the second year of service, six (6) months; in the third year of service through the sixth, one academic year; and all tenured faculty, twenty-four (24) months.

14.10 Dismissal for cause is not covered under Article 14, and in no case shall a dismissal for cause be labeled a termination for reasons related to financial exigency or program change under Article 14.

ARTICLE 15

SELECTION AND REVIEW OF DEPARTMENT HEADS

15.1 In a selection of a Department Head for a continuing appointment due to a vacancy, the Dean shall ask the department to form a search committee. A majority of the committee must be elected by members of the department. Voting eligibility shall be determined by departmental by-laws. The elected members of the search committee shall be no more than seven (7) and no fewer than three (3) department faculty members, unless agreed to by the Dean and a majority of the votes cast by eligible Department members. The following criteria shall apply:

A. An election will be conducted entirely within the department to determine the majority of the members of the committee.

B. Once the committee majority has been elected by the department, the Dean may appointment additional members of the bargaining unit that can constitute at most a minority of the committee.

C. Committee members that are external to the bargaining unit may be added by agreement between the Dean and a majority of the votes cast by eligible department members.

D. The elected majority shall elect a committee chair.

E. No candidate will be appointed Department Head who is not recommended by the search committee.

15.2 The term of appointment for a department head shall be up to five (5) years. A review of the appointment of each Department Head shall be held at intervals not to exceed five (5) years, or at other times as decided by the Dean. If the Dean has decided not to reappoint a department head to another term, the review may be waived by the Dean. When conducting a review, the Dean shall attempt to obtain input from all of the members of the bargaining unit. The Dean shall also initiate a review upon the request of a majority of the voting members of the department. Any review requested by a majority of the voting members of the department may not take place more than once in each term.

15.3 A department head shall not serve more than two (2) consecutive terms unless the majority of the members of their department eligible to vote under the department by-laws approves a maximum third consecutive term.

15.4 Department Heads shall be appointed for ten (10) months, rather than the ordinary faculty appointment of nine (9) months. After service as Department Head, the appointment shall return to nine (9) months and their salary shall be reduced to its equivalent nine (9) month level. Department Heads may be removed by the Dean after following the process described in Paragraph 15.2 above or through the contractual discipline process.

ARTICLE 16

UCONN-AAUP RIGHTS

16.1 The UConn-AAUP may make recommendations to the Board of Trustees and/or Administration concerning the governance of the University and on the request of the UConn-AAUP, the President, at the December and March meetings of the Board, shall transmit such recommendations to the Board of Trustees for consideration.

16.2 To the extent that it is available, and within reasonable time limits, the Administration shall supply, upon request, information needed for collective bargaining, including information related to a grievance, to the UConn-AAUP. In a similar way the UConn-AAUP will provide information to the Administration.

16.3 The Administration shall notify the UConn-AAUP at least monthly of changes in the status of members of the bargaining unit.

16.4 The UConn-AAUP may use the campus mails under the policy for registered organizations; specifically, it shall: pay a rate that reflects the real cost; not interfere with other official University obligations; make sure all material is accompanied by a statement that it is not an official publication of the University and that it is paid for by the UConn-AAUP.

16.5 The Administration shall post on a University website a copy of this Agreement within thirty (30) days after approval by the Legislature. The Administration shall publish this agreement in a mutually acceptable format and distribute a link to an electronic version to each member of the bargaining unit. The Administration also shall print one thousand (1000) copies of this Agreement (500 for the Administration and 500 for the UConn-AAUP) in a mutually acceptable format, for which the parties will share equally in the cost of publication.

16.6 Participation in representational activities by officials of the UConn-AAUP shall be considered professional service. The UConn-AAUP shall supply the University official in charge of collective bargaining with a list of such officials.

16.7 Workload Reduction for UConn-AAUP Representatives

A. The Administration agrees that up to five (5) bargaining unit members designated by the UConn-AAUP will be given a reduction in workload.

B. For teaching bargaining unit members, the workload reduction will be one (1) course per semester, unless the faculty member agrees otherwise. If agreed upon, the reduction may occur in a different semester.

C. For non-teaching bargaining unit members, the workload reduction will be the equivalent of one (1) course and will be negotiated with the appropriate Dean or Director.

D. The five (5) UConn-AAUP representatives shall be released from no more than one course per semester or the equivalent thereof.

16.8 Upon election/selection of the five (5) UConn-AAUP representatives eligible for release time as set forth in Paragraph 16.7, but in no case later than ninety (90) calendar days prior to the start of the relevant semester, the UConn-AAUP will provide the University official in charge of collective bargaining a list of individuals who will receive the workload reduction.

16.9 In the event of disagreement concerning release time as set forth in Paragraph 16.7, the UConn-AAUP Executive Director and the University official in charge of collective bargaining will meet to resolve the issue. In the event no agreement is reached within thirty (30) calendar days prior to the start of the relevant semester, the parties shall present their positions to the Provost of the University, whose decision shall be final. If the bargaining unit member is in Athletics, the parties shall present their positions to the President, or other designee upon mutual agreement of the parties, whose decision shall be final.

ARTICLE 17

UConn-AAUP SECURITY AND PAYROLL DEDUCTIONS

17.1 During the life of this agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the AAUP.

17.2 Within thirty (30) days of approval of the contract by the legislature and as instructed by UConn-AAUP during the life of the contract, the University shall deduct UConn-AAUP dues bi-weekly from the gross paycheck of each person who provides UConn-AAUP with authorization to receive such deduction. UConn-AAUP shall provide to the University's payroll office, a digital list of all members of the bargaining unit who have authorized dues deduction in a format dictated by the University. UConn-AAUP shall provide a report of dues deduction changes including any "starts and stops" as they occur. By providing such list, UConn-AAUP certifies that each UConn-AAUP member has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, UConn-AAUP shall notify the University's payroll office, in writing, of any revocations of said authorizations and the effective date of the same.

17.3 A. The parties recognize that the authorization of UConn-AAUP to receive payroll deductions is an agreement solely between UConn-AAUP and its members which the member may revoke consistent with UConn-AAUP's membership rules. UConn-AAUP shall provide to the University the current Dues Deduction Authorization language. Should this language change, UConn-AAUP will provide the University with an updated version within ten (10) business days.

B. Should a bargaining unit member approach the University or its agents seeking to terminate or modify their contractual relationship with UConn-AAUP, that bargaining unit member will be directed to communicate such intent directly with UConn-AAUP. If the University is informed of a dispute between a bargaining unit member and UConn-AAUP concerning the obligation to withhold dues, it may invoke Paragraph 17.4.

17.4 Upon request from the University, UConn-AAUP shall provide legally sufficient proof of the authorization to collect dues through the payroll deduction to the University for any member of the bargaining unit who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the University will cease withholding union dues for that bargaining unit member during the next available full payroll period. Upon request, the University may request a dues reconciliation not more than twice per contract year.

17.5 The amount of dues deducted under this article shall be remitted to the Treasurer of the UConn-AAUP as soon as practicable after the pay period of the members of the bargaining unit for whom any such deduction is made.

17.6 No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The UConn-AAUP shall be notified when such a situation exists.

17.7 The University shall continue its practice of payroll deductions as authorized by members of the bargaining unit for purposes in addition to payment of UConn-AAUP dues provided any such payroll deduction has been approved by the state in advance. Authorization for such deduction by the bargaining unit member shall be provided in writing by UConn-AAUP to the University's payroll office consistent with process outlined in Paragraph 17.2 above.

17.8 In the event any agency or court orders the University to rebate to member of the bargaining unit dues or other deductions or awards any damages, the UConn-AAUP agrees to hold the University harmless by returning the dues or other deductions and paying the damages, provided that this shall not take effect until any appeal has been exhausted. However, with regard to any costs to the University that arise out of a challenge to this Article, the UConn-AAUP shall save the University harmless from financial loss and expense as these costs are incurred. Any challenge to this Article of the Agreement and the University's actions taken there under shall be defended by UConn-AAUP.

17.9 Once it becomes technically feasible the University shall deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fundraising drives sponsored by the University of Connecticut Foundation.

17.10 All new members of the bargaining unit shall be required to attend a University-sponsored orientation program. UConn-AAUP shall be allocated meeting time scheduled during new faculty orientation and bi-weekly new employee orientation, which the member of the bargaining unit shall have the option to attend. The Union will provide all new bargaining unit members with copies of this Agreement.

ARTICLE 18

LONGEVITY

18.1 Longevity payments are based on a member of the bargaining unit's title and appointment term, as well as a member of the bargaining unit length of service for purposes of longevity. For purposes of determining longevity payments, the salary scale and steps adopted by the Board of Trustees for 1976-77 shall remain in effect during the period of this agreement. A chart of titles, years of service, and longevity amounts is appended to this Agreement as Appendix A.

18.2 No member of the bargaining unit first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if that individual obtains the requisite service in the future.

ARTICLE 19

SALARY AND BENEFITS

19.1 Permanent members of the bargaining unit who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

A. Salary

The following increases shall be added to the base salary of each member of the bargaining unit who is employed on April 1 of that calendar year and still employed on the effective date of the increase in each year.

1. As soon as practicable following general assembly approval of this agreement, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI) retroactive to August 23, 2021.

As soon as practicable following general assembly approval of this agreement, those members of the bargaining unit whose performance is satisfactory shall receive a 2.0% one-time performance-based award retroactive to August 23, 2021.

2. Effective August 23, 2022, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI). This shall be increased no more than 1.0% to equal the percentage increase in the Consumer Price Index (CPI-U) between April 2021 and April 2022, should that exceed 2.5%, but in no case will the GWI be more than 3.5%.

Effective August 23, 2022, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2021, and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment to the GWI according to the CPI-U noted above, the merit pool shall be adjusted so that the total of the GWI and merit pool shall not exceed 4.5% in the aggregate, nor shall the merit pool be less than 1.0%.

3. Effective August 23, 2023, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI). This shall be increased no more than .5% to equal the percentage increase in the Consumer Price Index (CPI-U) between April 2022 and April 2023, should that exceed 2.5%, but in no case will the GWI be less than 2.5% nor more than 3%.

Effective August 23, 2023, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2022, and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment to the GWI according to the CPI-U noted above, the merit pool shall be adjusted so that the total of the GWI and merit pool shall not exceed 4.5% in the aggregate, nor shall the merit pool be less than 1.5%.

B. One-Time Payment

1. As soon as practicable following general assembly approval of this agreement, all full-time bargaining unit members on the payroll on March 31, 2022 shall receive a \$2,500 one-time pensionable payment, not added to base salary. All part-time bargaining unit members on the payroll on March 31, 2022, excluding adjuncts, shall receive a pro-rata amount of the \$2,500 one-time pensionable payment, not added to base salary.

For adjuncts employed during between Summer 2021 and Spring 2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - \$1,250

At least 6 credits - \$625

Less than 6 credits - \$313

2. Effective July 15, 2022, all full-time bargaining unit members shall receive a \$1,000 one-time pensionable payment, not added to base salary. All part-time bargaining unit members, excluding adjuncts, shall receive a pro-rata amount of the \$1,000 one-time pensionable payment, not added to base salary.

For adjuncts employed between Summer 2021 and Spring 2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - \$500

At least 6 credits - \$250

Less than 6 credits - \$125

3. The total one-time payment received by a bargaining unit member from all University and/or State of Connecticut employment in a fiscal year may not exceed the amount of the one-time payment for a full-time member of the bargaining unit.

19.2 Research Assistants and Research Associates

Research Assistants and Research Associates shall receive the following increment increase in lieu of a merit award provided under this Agreement. The amount shall be added to the base salary of each bargaining unit member with this title who qualifies and who has been employed as of April 1 of that calendar year and is still employed on the effective date of the increase:

Effective August 23, 2022, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1(A)(2), less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

Effective August 23, 2023, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1(A)(3), less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

19.3 Promotions in Rank

A. The University shall allocate \$100,000 annually for promotional increases; the balance of promotional increases shall be funded from the merit pool before any divisions of the merit pool permitted under Article 25 are made. In years where there is no merit pool, promotional increases shall nevertheless be paid.

B. The amounts for promotions in rank for the 2021-2025 contract shall be as follows:

For promotions effective August 23, 2021:

Instructor	\$900
Assistant Professor	\$1,500
Associate Professor	\$3,000
Professor	\$4,500

For promotions effective August 23, 2022:

Instructor	\$1,000
Assistant Professor	\$1,750
Associate Professor	\$3,300
Professor	\$4,850

For promotions effective August 23, 2023 and 2024:

Instructor	\$1,200
Assistant Professor	\$1,750
Associate Professor	\$3,500
Professor	\$5,500

C. Promotion increases shall be applied after all other increases are awarded.

19.4 Satisfactory Evaluation

Performance evaluation of members of the bargaining unit shall be in conformance with Article 30.5(B).

19.5 Salary Minima

A. The salary minima for associate professor and professor ranks shall be no less than the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with UConn-AAUP as is current practice.

B. The determination of whether a bargaining unit member's salary must be adjusted to meet the salary minima for their rank shall be made after all salary increases are applied.

19.6 Benefits

A. Tuition Waiver

1. In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a-105 (e, f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its regional

campuses. In the event of a bargaining unit member's death while their child is enrolled, the waiver shall continue through completion of the undergraduate degree and in no case more than a total of five (5) academic years. In the event the bargaining unit member is separated from employment with the University for any other reason, the waiver shall cease upon the completion of the current semester, unless the University determines special circumstances warrant otherwise, after discussion with UConn-AAUP. Dependent child means the bargaining unit member's biological child; the member's stepchild, who is the biological or adopted child of the member's spouse; or the member's legally adopted child.

2. Each semester spouses of bargaining unit members who have been accepted into an undergraduate degree program at the University of Connecticut or one of its regional campuses may take nonlaboratory courses--on a space available basis--with the consent of the instructor. Spouses taking courses under this option must sign up for the course no earlier than the first day of classes and are not permitted to pre-register.

B. Tuition Reimbursement

A sum of \$40,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines. Applications for tuition reimbursement may not be made more than sixty (60) days prior to the start of the class for which reimbursement is requested.

C. Health Insurance Programs

For the duration of this agreement, the health insurance programs established under the current SEBAC agreement will be available to bargaining unit members as specified both by the SEBAC agreement itself and as expressed in this collective bargaining agreement.

D. Group Life Insurance

Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees under Sec. 5-257 of the Connecticut General Statutes.

E. Travel

1. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or their designee.

2. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

F. Professional Development Fund

1. A fund is established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered; however, the parties recognize that up to 5% of the fund is intended to complement University sponsored professional development programs for department heads. The UConn-AAUP will be notified of professional development program expenditures for department heads.

2. The fund shall be as follows:

FY 2022	\$910,000
FY 2023	\$1,000,000
FY 2024	\$1,000,000
FY 2025	\$1,000,000

Unused funds will be rolled into the next fiscal year. On July 1, 2022, any unused funds carried over from prior fiscal years will be added to the above amounts in equal distribution across fiscal years 2023, 2024 and 2025.

3. Annually, each eligible full-time faculty member shall, upon request, receive up to \$2,200 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.), in accordance with the following: 1) the faculty member has no available funding in individual accounts which may be spent on professional development or grant funds available to such faculty member and 2) so long as such funds are available. Such travel expenses shall require prior approval of the faculty member's department or unit head.

4. The parties acknowledge that the Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the parties agree that each year, 30% of the fund shall be available only to members of the bargaining unit whose terminal degrees have been earned within the past seven (7) years. In the event that the full amount of this 30% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general Professional Development Fund for that fiscal year.

5. This provision does not limit the University from providing additional professional development assistance or travel reimbursement to bargaining unit members at its discretion.

G. Disability Pay

In that all Alternate Retirement Plan participants receive disability coverage, all approved medical leaves of absence of bargaining unit members so insured should be referred for coverage when the medical leave exceeds the deductible period. To the extent a bargaining unit member is eligible under the Faculty Medical Leave Guidelines (Appendix B) to receive a disability insurance supplement, the University shall supplement the disability insurance such that

the bargaining unit member's bi-weekly gross pay (pay plus disability benefit and supplement) while receiving the supplement equals the bi-weekly gross pay the bargaining unit member would have received if they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the bargaining unit member.

H. Child Care

A pool of \$190,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. Guidelines established by the parties shall control the reimbursement process.

I. Family/Medical Leave

1. Eligibility for family and/or medical leave and pay, if any, during a family and/or medical leave will be determined in accordance with federal and/or state medical leave laws, University By-Laws, and Appendix B of this contract, where applicable.

2. During the period of an unpaid family and/or medical leave, the University will pay for the employer's share of the bargaining unit member's individual health insurance benefits.

3. Tenure-track faculty members taking a qualified family and/or medical leave or who experience a qualifying major life event as defined in federal and/or state family and/or medical leave laws, prior to their mandatory tenure evaluation year, will receive an automatic one (1) year extension of the tenure clock.

The tenure clock will be stopped no more than twice. Exceptions to this may be granted at the discretion of the Provost.

J. Voluntary Leave

The voluntary leave program as constituted between the parties in 1994 shall be extended for the life of this agreement.

19.7 Adjunct Faculty Compensation

For Adjunct Faculty, the minimum remuneration shall be at the following rates:

Effective August 23, 2022	\$1,888 per credit
Effective August 23, 2023	\$1,973 per credit

For adjuncts with more than two (2) academic years (four (4) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 2%.

For adjuncts with more than six (6) academic years (twelve (12) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 3%.

19.8 Provost Fund

A. Each year of the contract a General Fund pool shall be allocated to the Provost for making increases in base salary as they see fit in order to retain bargaining unit members in the face of market competition, to address other salary disparities including but not limited to salary compression and inversion taking into account performance and merit, to make equity adjustments, or recognize special achievement. Bargaining unit members may also apply for such increases on the basis of salary disparity, including equity, compression and inversion. Neither the allocation of the fund, nor the individual awards made under it are grievable or arbitrable in any way.

1. The pools for each year of this agreement shall be as follows:

FY 2022	\$300,000
FY 2023	\$350,000
FY 2024	\$350,000
FY 2025	\$350,000

2. For FY 2023 through FY 2025, an additional \$500,000 will be added to the Provost Fund each year and will be reserved solely to address salary disparities, including, but not limited to, compression and inversion, and to make equity adjustments. This reserved funding cannot be used to fund retention in response to competitive offers.

B. Procedures

1. Immediately prior to the beginning of the academic year, the Provost shall publish standards and expectations for that portion which is to be directed toward special achievement at the next distribution.

a. The Provost will solicit recommendations from the Deans for members of the bargaining unit to receive awards from the Provost Fund for special achievement. The Deans' recommendations are not binding upon the Provost and in no way limit the Provost's discretion to allocate or award the Provost Fund.

2. Immediately prior to the beginning of the academic year, the Provost shall publish procedures for members of the bargaining unit to apply for increases to salary from the Provost Fund at the next distribution.

a. These procedures will be posted on the Provost's website.

b. These procedures will include to whom a member of the bargaining unit seeking an increase must make their request, the time period during which the request must be made, and the manner in which the request should be made (including required documentation, if any).

c. These procedures will provide that each application will be reviewed at the level of at least the Dean or their designee.

3. A member of the bargaining unit who has applied for an increase from the Provost Fund in accordance with the published procedures shall be notified of the outcome of their application prior to the increase, if any, appearing in their paycheck. For a member of the bargaining unit receiving a salary increase supported in whole or in part by the Provost Fund, this requirement may be satisfied by a letter stating the member's new salary.

C. The University will provide the UConn-AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

19.9 Compensatory Time for Non-Exempt Employees:

Compensatory time for non-exempt employees shall be afforded in accordance with the Federal Fair Labor Standards Act (FLSA) as summarized in the following guidelines:

A. Compensatory time shall be afforded at the rate of one and one-half hours for each hour for which overtime compensation is required by FLSA.

B. When an employee's compensatory time earned reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.

C. Use of compensatory time must be requested in advance and taken at a time mutually agreeable to the supervisor and the employee, consistent with business needs.

ARTICLE 20

MINIMUM TERMS

This agreement states the minimum terms of employment of a member of the bargaining unit. Agreements and understandings between members of the unit and the Board shall be maintained unless they fall below the minimum terms set forth herein; in such cases this agreement shall be controlling, unless the individual and UConn-AAUP agree in writing to waive these minimum terms. Agreements and understandings between members of the unit and the Board which exceed the minimum terms of this agreement, must be in writing and approved by the Dean, or equivalent official in units that do not have a Dean.

ARTICLE 21

CONTINUATION OF SERVICES

The UConn-AAUP and the Board agree that any differences between them arising under this agreement shall be settled by the means provided in this agreement. The UConn-AAUP agrees that it will neither call nor condone any form of strike by bargaining unit members, and the Board agrees that it will not lock out members of the unit.

ARTICLE 22

MERGERS AND ACQUISITIONS

In the event that the University acquires any other educational institution or portion thereof, where the faculty members are not part of a union, the faculty members of such educational institution shall accrete to, and become members of, the bargaining unit, to the extent permitted by law. Prior to the expiration date of any agreement or individual contract under which they are presently covered, the salary schedule and other conditions of employment for these new bargaining unit members shall be negotiated by the parties for the subsequent year.

ARTICLE 23

SAVINGS CLAUSE

23.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the UConn-AAUP.

23.2 In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE 24

RESEARCH ASSISTANTS AND RESEARCH ASSOCIATES

The titles of Research Assistant and Research Associate are used exclusively for individuals who support grant-funded or contract-funded research activities. The specific conditions of employment shall be identified in offer letters of employment or as modified on renewal appointments as they occur. Reasonable changes in hours may be required with four (4) weeks' notice. The normal University workweek will apply with provision for compensatory time in accordance with mutually agreed upon guidelines.

24.1 Annual Salary Adjustments

Research Assistants and Research Associates shall receive the percentage merit specified under Article 19 of this agreement.

24.2 Benefits

A. Full-time Research Assistants and Research Associates shall be entitled to leaves with pay according to the following schedule. Research Assistants and Research Associates appointed at less than full time or for durations less than one (1) year will be entitled to leaves with pay on a pro-rated basis. Vacation and sick leave must be requested in advance where possible and recorded when used in a location available to both the member of the bargaining unit and their supervisor. Leave not taken annually will be neither carried over nor compensated.

1. Vacation Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall be credited with a maximum of twenty-two (22) vacation days annually. Vacation will be taken at a time mutually agreed to by the supervisor and the employee. There will be no carry-over of vacation beyond the end date of a funding grant, funding contract, or employment contract.

2. Holidays

Legal Holidays as enumerated below:

New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday/President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when a Research Assistant or Research Associate is expected to be on duty, they will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

3. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Up to ten (10) of these days may be used during an FMLA-approved caregiver leave. Employees may be required to provide an acceptable medical certificate. There will be no carry-over of sick leave beyond the end dates of a funding grant, funding contract or employment contract.

4. Personal Leave

Effective August 23 of each year of the contract each Research Assistant and Research Associate shall be credited with one (1) day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken.

B.

1. Human Resources will provide to requesting Research Assistants and Associates who are not renewed a listing of current openings with similar titles within the University.

2. Research Assistants and Associates may be hired on multiple year appointments not to exceed the term of the grant.

24.3 Layoffs

This section pertains to Research Assistants and Research Associates who are laid off prior to the end-date of their appointment.

A. In cases where employees supported by grant funds and contracts receive less than thirty (30) calendar days' notice of layoff from their supervisors, such employees shall be eligible for a prorated cash payment for the portion of the thirty (30) calendar days' notice period not given. A pool of no more than \$20,000 shall be set aside for all such cases. In no instance shall any individual receive the equivalent of more than two (2) pay periods of salary.

B. Dismissal for cause is not subject to the above schedule.

24.4 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

C. Within seven (7) calendar days of receiving notice of the action, the member of the bargaining unit may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative. The department head, director or equivalent official shall issue a written response to the appeal within ten (10) calendar days.

D. Within seven (7) calendar days of receipt of the response in B, the member of the bargaining unit may appeal the decision to the appropriate Dean or Director. The Dean or Director's office, shall issue a written response to the appeal within ten (10) calendar days.

E. The decision of the Dean or Director is final and may not be appealed to arbitration on substantive or procedural grounds.

24.5 Dismissal for Cause Procedures

This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract.

The Parties agree that dismissal for cause during the term of the contract of a Research Assistant or Research Associate shall follow the procedure outlined below:

A. The Research Assistant or Research Associate shall receive a written statement of the reasons for which the action is being initiated.

B. Within seven (7) calendar days of receiving notice of the action, the Research Assistant or Research Associate may make a written request to the initiator of the action to review the decision. The initiator shall issue a written response to the request within fifteen (15) calendar days.

C. Within seven (7) calendar days of receiving the review (see item B above) the Research Assistant or Research Associate may appeal the decision to the appropriate Dean, Director, or Provost. The Dean, Director or Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office is final and may not be appealed to arbitration on substantive or procedural grounds.

E. In cases where the Research Assistant or Research Associate claims and is prepared to show evidence that the Dean, Director, or Provost's decision in (24.5.D) above was arbitrary and capricious, or that the discipline was based on inaccurate facts or that the discipline is too severe for the infraction, the final decision may be appealed to an internal disciplinary review panel. Such appeal must be made within fifteen (15) calendar days of receiving the Dean, Director, or Provost's decision in (24.5.D) above.

F. Composition of the Internal Disciplinary Review Panel for Research Assistants and Research Associates:

The UConn-AAUP shall select one (1) person from within the bargaining unit. The Administration shall select one (1) person from the administration and these two individuals shall choose a third who is mutually agreeable. The third person shall be or have been a principal investigator and/or be very knowledgeable about the management of grant funds. The three person panel shall hold a due process hearing on the Research Assistant or Research Associate's claim and render a decision in writing within twenty-one (21) calendar days of the appeal at (E) above. If the majority of the panel upholds the position of the bargaining unit member, they shall either reduce or rescind the disciplinary action or remand the decision to correct any procedural deficiencies. The decision of the panel shall be final and binding. No disciplinary action, including dismissal for cause, is grievable or arbitrable under the collective bargaining contract.

24.6 Reclassification Process

A. Requests for reclassification (promotion) may be made by either the Principle Investigator (PI) or the Research Assistant or Research Associate and forwarded through the Human Resources department when:

1. The incumbent meets the minimum education and experience requirements of the next level as identified in the criteria listed on the Human Resources webpage. UConn-AAUP will be notified of any changes to the criteria; and
2. When assigned job duties meet the description of the next level.

The method of classification analysis shall be a job audit performed by specialists in the Department of Human Resources.

B. Human Resources shall supply the reclassification application within one (1) week after receiving a written request for reclassification. The Research Assistant/Associate will complete the application and return it to Human Resources together with a copy of their curriculum vitae (CV). The PI, Department Head, and/or Dean/Director will confirm the information on the application, and the application shall be returned to Human Resources.

C. Except in unusual circumstances, within four (4) weeks following receipt of the application, Human Resources will complete its audit. The employee and the PI will be notified in writing of the audit results. In no case shall the delay be more than ninety (90) days from the submission date of the application. Audit results shall not be grievable.

D. If the audit process reveals that an existing higher-level job classification is appropriate, the effective date of the reclassification shall be no more than ninety (90) days from the submission date of the application. The Research Assistant/Associate will have their salary increased by 2% or \$1500, whichever is less.

27.7 Probationary Period for Research Assistants and Research Associates

A. New Research Assistants and Research Associates shall serve a probationary period during their first appointment of not less than six (6) months. In the event a probationary employee is dismissed before the end of their probationary period, they shall receive two (2) weeks' notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. In no case shall the dismissal of a Research Assistant or Research Associate during their probationary period or the non-renewal of a Research Assistant or Research Associate at the end of their appointment be grievable under any article of this agreement.

ARTICLE 25

MERIT

Merit is for the recognition of noteworthy contributions to one's department, school, campus or college, the University and or professional discipline through the traditional avenues of teaching, research and service. It is also the most consistent means for moving beyond the cost-of-living increase traditionally recognized through the satisfactory performance increase provision. It is recognized that conditions vary within and among departments in terms of individual expectations, and it is agreed that awards at the various levels are designed to recognize individual achievement.

25.1 This article does NOT refer to Research Assistants or Research Associates paid from grant funds or contracts or to members of the bargaining unit employed in the division of Athletics.

25.2 The merit pool shall be distributed according to the procedures outlined below:

A. The Provost shall establish a contingency fund and shall distribute the remainder of the merit pool at their discretion among the Deans of the schools and colleges and to leadership for units with reporting lines outside of a school or college.

B. The Dean of a school or college shall establish a contingency fund from the merit pool allotted to their school or college by the Provost. The remainder of the merit pool, excluding an amount for department heads' merit and an amount for bargaining unit members not affiliated with an academic department, shall be distributed at the discretion of the Dean among the departments. The Dean shall reserve an amount from the departments' merit pool equal to the merit associated with the department heads' payroll and the payroll of bargaining unit members not affiliated with an academic department. Prior to the beginning of the academic year, the Dean will publish their merit criteria to faculty and for Department Heads within their school.

C. The total amount of the contingency funds of both the Provost and the Deans shall not exceed 30% of the merit pool.

D. Consistent with the procedures outlined in Article 30, in departmentalized schools each department may establish, by a majority vote, the criteria and also may establish priorities or the appropriate weighting of such criteria, that will be used to determine the departmental merit recommendations. In non-departmentalized schools equivalent arrangements shall be established by Deans and faculty members. By means of a procedure approved by a majority of the faculty, departments (and their equivalents in non-departmentalized schools) may establish advisory committees for making recommendations for merit awards to the Department Head. Such committees may also present merit evaluations without mention of a dollar amount to the Dean for their consideration in determining the Department Head's merit award. In the event a department decides to permit the Department Head to establish the criteria and the appropriate weighting for merit recommendations, the Department Head shall inform all members of the bargaining unit in writing of such criteria no later than two months prior to the commencement of the academic year for which merit recommendations will be made.

E. In determining the merit awards for Department Heads, Deans shall consider any department merit criteria for eligible faculty in evaluating the Department Head's contributions in discipline specific areas.

F. Department Heads shall take departmental committee recommendations into consideration when making their own merit recommendations. In concert with the PTR and P&R requirements identified in the By-Laws, merit criteria shall include instructional, scholarly, service, and outreach excellence as appropriate.

G. Prior to the Department Head making a recommendation to the Dean, the Department Head shall inform each bargaining unit member of the merit recommendation for that bargaining unit member. A bargaining unit member has seven (7) calendar days from receipt of the Department Head's recommendation to request a meeting with the Department Head to discuss their merit recommendation. The Department Head shall inform each bargaining unit member when their merit recommendation is submitted to the Dean. The bargaining unit member has fourteen (14) calendar days from the time of the Department Head's submission to the Dean to discuss the Department Head's recommendation with the Dean.

H. On forms provided by the Provost, Department Heads shall forward their merit recommendations for members of their departments, other than themselves, along with recommendations of the advisory committee, to the Dean of the school or college. If a merit award is recommended, it shall be no less than \$500.

I. Prior to the Dean making a recommendation to the Provost, the Dean shall inform each bargaining unit member of their merit recommendation if it differs from the department head's recommendation.

J. A Department Head or bargaining unit member not affiliated with an academic department, or Director of non-departmental schools, has seven (7) calendar days from receipt of the Dean's recommendation to request a meeting with the Dean to discuss their merit recommendation.

K. The Dean shall review the recommendations of the Department Head and the departmental advisory committee, if any. The Dean shall forward their own recommendations to the Provost together with the recommendations of the Department Head and the departmental advisory committee, if any.

L. Within two weeks of making their recommendations to the Provost, the office of the Dean shall compile and make available to the departments an abstract of merit recommendations. Similarly, the Dean shall compile and make available to department heads an abstract of merit recommendations for the department heads. Such an abstract will give the number of people receiving a given range of award within the school and/or no award.

M. Departments and interdisciplinary units employing jointly appointed bargaining unit members shall agree upon a merit process for such faculty. The home department shall administer the merit award process and use its own merit criteria. The department will treat contributions towards interdisciplinary scholarship and creative work, the teaching of courses for the home and interdisciplinary unit, and service to the department and interdisciplinary unit according to criteria determined by the department and interdisciplinary unit. The Directors of Institutes and other interdisciplinary units shall advise the home department and department heads of the faculty member's performance in their interdisciplinary field, including the significance of the faculty member's publications within interdisciplinary fields. A designee of the Provost shall establish merit procedures for Institute and Center Directors, and notify them of said procedures at the time of appointment.

25.3 The University will provide UConn-AAUP a list of merit awards by fund and by individual on or before October 1 of the year in which it was awarded.

25.4 Merit awards shall be communicated to the bargaining unit member via the University email system prior to the increase appearing in their paycheck.

25.5 Judgments and decisions of the Provost which result in decrease of more than 35% in the Department Head's recommendations or the Dean's recommendation for department heads are subject to the grievance procedure described below only where there is evidence alleging that the decrease was arbitrary or capricious.

25.6 Merit Grievance Panel

For the purpose of hearing merit grievances, an internal merit grievance panel shall be convened made up of one member of the administration chosen by the Provost, one member of the bargaining unit chosen by UConn-AAUP, and a neutral party chosen by the first two individuals. The panel may either uphold or dismiss the grievance. In a case where the panel upholds the grievance, it shall recommend an appropriate merit award; however, in no case shall the panel award more than what the Department Head had originally proposed. The decision of the panel is final and is not grievable or arbitrable. Grievances on merit must be presented to the University Official in charge of collective bargaining within fourteen (14) calendar days of the receipt of the Provost's letter notifying the employee of their merit awards.

ARTICLE 26

TEMPORARY EMPLOYEES

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Adjunct Faculty, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.

26.1 For the purpose of signifying the temporary nature of any title in the bargaining unit or that an appointment is funded by a grant or contract, the word "visiting" may precede the title. Temporary "visiting" appointments, unless funded by a grant or contract, shall be limited to a maximum duration of three (3) years. The duration of a visiting appointment may be extended beyond three (3) years for good cause with the agreement of the UConn-AAUP. If a visiting appointment is converted to a continuing appointment covered by Article 13, all years of prior service as visiting shall be credited to eligibility for multi-year appointments.

26.2 Sick Leave

A. Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University of Connecticut By-Laws, (as set forth in Article 8.3). Employees may be required to provide an acceptable medical certificate.

B. There shall be no carry-over of sick leave or vacations beyond the end dates of a grant or employment contract.

26.3 Notice of Termination

A. In the event of programmatic change, low course enrollment, or bona fide fiscal constraints, during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

1. Faculty with semester appointments shall receive thirty (30) calendar days' notice. After the first day of class for the course, payment must be made for the remainder of the semester.

2. Annual appointments with less than three (3) years of continuous employment, or semester appointments with six (6) or more consecutive semesters of employment, shall receive forty-five (45) calendar days' notice.

3. Annual appointments with more than three (3) years of continuous employment shall receive sixty (60) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

26.4 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

C. Within seven (7) calendar days of receiving notice of the action, the bargaining unit member may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative. The department head or equivalent official shall issue a written response to the appeal within ten (10) calendar days.

D. Within seven (7) calendar days of receipt of the response in B, the bargaining unit member may appeal the decision to the appropriate Dean or Director. The Dean or Director's office shall issue a written response to the appeal within ten (10) calendar days.

E. The decision of the Dean or Director's office is final and may not be appealed to arbitration on substantive or procedural grounds.

26.5 Dismissal for Cause Procedures for Temporary Employees

The Parties agree that disciplinary action resulting in loss of pay or dismissal for cause of a temporary employee during the term of an employment contract shall follow the procedure outlined below:

A. The bargaining unit member shall receive a written statement of the reasons for which the action is being initiated.

B. Within seven (7) calendar days of receiving notice of the action, the bargaining unit member may make a written request to the initiator of the action to review the decision. The initiator shall issue a written response to the request within fifteen (15) calendar days.

C. Within seven (7) calendar days of receiving the review (see item B above) the bargaining unit member may appeal the decision to the appropriate Dean, Director, or Provost. The Dean, Director, or Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office, is final and may be appealed to arbitration on procedural grounds only.

26.6 Notice of Non-Renewal

A. Temporary employees shall be entitled to notice of non-renewal or pay and benefits for which the bargaining unit member is eligible under the applicable plans in lieu thereof according to the following schedule:

1. With three (3) or less years of continuous employment, bargaining unit members shall receive thirty (30) calendar days' notice.

2. After continuous employment of more than three (3) years, bargaining unit members shall receive sixty (60) calendar days' notice.

B. Non-renewal of a temporary appointment at the expiration of the appointment period shall not be grievable.

26.7 Adjunct Faculty

A. The University shall determine minimum enrollment requirements and inform the UConn-AAUP.

B. The maximum number of credits an adjunct may teach in any one semester is eight (8). Exceptions to this rule must be approved in writing by the UConn-AAUP and the Department of Human Resources.

C. Multi-year Contracts

1. Adjuncts employed prior to July 1, 2017 who have been continuously employed for ten (10) consecutive semesters, shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct member of the bargaining unit shall not be deemed to have a break in service if: no course is available, the adjunct bargaining unit member's assigned course is assigned to a full-time member of the bargaining unit, or if the bargaining unit member is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

2. New adjuncts, employed on or after July 1, 2017, who have been continuously employed by the University for twelve (12) consecutive semesters shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct member of the

bargaining unit shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time member of the bargaining unit, or if the bargaining unit member is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

3. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

4. Multi-year contracts are defined as having a term of at least three academic years and remain in effect during semesters when the adjunct is unavailable due to documented medical reasons or other basis to which the adjunct and the department head and/or campus director agree, including no course is available, and/or the member's assigned course is assigned to a full-time member of the bargaining unit, or if the member of the bargaining unit is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications.

5. In the event a department terminates an adjunct member of the bargaining unit with a multi-year appointment due to programmatic change or bona fide fiscal constraints under Article 26.3, the department will regard that adjunct's receipt of a multi-year appointment as a favorable factor in consideration for future assignments for which the adjunct is qualified.

D. If an Adjunct is to be appointed, the following will prevail.

1. An adjunct faculty shall have a right of first refusal to teach the lab sections associated with any course section in which that adjunct was the instructor of record.

2. Compensation for adjuncts appointed to lab sections associated with credit courses will be at the UConn-AAUP negotiated rate and with benefits set forth in paragraph 26.7.I of this Article.

3. No adjunct shall be paid during a semester in which they do not teach or do not perform formalized non-teaching assignments.

E. Evaluation of adjunct teaching may include, among other elements, classroom observations and student evaluations of teaching. Replacements during the term of an employment contract for reasons of teaching related qualifications may also be made based on a demonstrable need for better qualifications. In such circumstances the University shall notify the affected adjunct faculty member thirty (30) calendar days prior to the first day of the course or the affected adjunct faculty member will receive pay in lieu thereof for the prorated portion of the thirty (30) calendar days' notice period not given.

F. Formalized non-teaching assignments for adjunct faculty, such as advising, curriculum development, etc. shall be compensated based upon pro-rated load credits.

G. Adjunct faculty with a multi-year contract shall be entitled to meet with their respective Department Head and/or Campus Director (and UConn-AAUP representative if requested) and be provided with reasons for the non-reappointment or reassignment. After meeting with the Department Head and/or Campus Director, upon request, such bargaining unit member

(and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or their designee. The Dean or their designee may overturn the non-reappointment or non-assignment.

Except as provided by Article 5, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments or reassignments of adjunct faculty on multi-year appointments.

H. Adjuncts who teach both the lecture and lab section of a course will be paid as an adjunct for the lecture and for each lab section.

I. Adjunct Benefits

Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two (2) semesters following any appointment, unless the adjunct is terminated for cause.

ARTICLE 27

DISCIPLINE FOR TENURED AND/OR TENURE-TRACK FACULTY

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain members of the bargaining unit in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system. Each instance of misconduct must be established on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct.

A. Discipline and dismissal for tenured or tenure-track faculty shall be for just cause such as:

1. neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, failure to meet continuing educational requirements, or to fulfill professional commitments;

2. insubordination, serious misconduct, or non-compliance with University of Connecticut By-Laws (as set forth in Article 8.3); noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes), or with University, State, or Federal regulations governing research;

3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, tenure, salary increase, or other benefit;

4. sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations.

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay.

1. The faculty member shall receive in writing a statement from the Dean's office of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request from the Dean a hearing with a UConn-AAUP representative present, should the faculty member so desire. This hearing shall be held within fifteen (15) calendar days of the faculty member's written request. The Dean's Office shall issue a written recommendation following the hearing within fifteen (15) calendar days.

3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to submit a written appeal to the Provost. At such appellate hearing, the faculty member shall have the right to be represented by the UConn-AAUP. The Provost's Office shall issue a written decision following the appellate hearing.

4. The decision of the Provost's Office may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.3 above but shall not be grievable to arbitration.

D. If the Provost or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place or the opportunity to have such a hearing has been afforded to the faculty member, and only after discussion with the UConn-AAUP.

1. In the event the discipline is performance related, as defined in A.1 above, and involves the loss of or reduction in salary, and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner. In the event the discipline is for serious misconduct, this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that the Promotion, Tenure and Reappointment (“PTR”) procedures should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR process be construed as falling under this Article.

G. In investigations conducted by the University, UConn-AAUP or a bargaining unit member will be provided with an update as to the status of the investigation upon request and shall receive notification of the closing of an investigation resulting in a finding of no violation of University policies within five (5) business days.

ARTICLE 28

STUDENT EVALUATIONS OF TEACHING

The Student Evaluation of Teaching (SET) can productively inform teaching effectiveness in particular areas. In gauging teaching effectiveness, however, SETs are not to be used as the sole criterion of teaching for disciplinary measures, promotion, tenure or reappointment, or for non-reappointment with respect to full-time members of the bargaining unit and adjunct faculty who have been employed by the University for at least five (5) semesters over a five (5) calendar year period, including summer sessions (which collectively count as one semester each calendar year). Nothing contained in this Article shall be interpreted to suggest there is any expectation of continued employment at the expiration of a contract.

ARTICLE 29

PATENT RIGHTS

The terms and conditions concerning patent rights, as outlined in section 10a-110b, 10a-110c and 10a-110d of the Connecticut General Statutes, shall be incorporated by reference and together with current practice are understood to guide the University in matters related to the ownership of inventions and employees' share of proceeds from inventions.

ARTICLE 30

FACULTY PARTICIPATION IN DEPARTMENT GOVERNANCE

30.1 Statement of Principle

A. By virtue of their command of their disciplines, University faculty shall participate in the governance of the departments in which they will exercise their judgments. Governance shall take the form of selection and evaluation of faculty members, department heads and other departmental administrative positions, curriculum development and oversight, research directions, and utilization of financial resources. The sections that follow ensure meaningful participation by department faculties, including the assurance of procedural regularity and fair play.

B. In this Article, references to “department” shall also include interdisciplinary academic units similar to a department.

30.2 Contractual Governance

Each Department, or School where a Department does not exist, shall maintain Department governance documents that shall be consistent with the collective bargaining agreement and the governance documents of the relevant School/College and the University. Each department or school/college faculty shall develop Department/School governance documents for the governance of their units. The following Department governance documents shall be required for each Department/School:

- A. By-laws
- B. Performance Review
- C. Merit Criteria
- D. Promotion, Tenure, and Reappointment (PTR)/Promotion and Reappointment (P&R)
- E. Workload Policies
- F. Evidence of Teaching Effectiveness Beyond SET
- G. Departmental Administrative Positions

These documents shall be drafted by faculty-elected department committees and shall require approval by a majority of eligible Department voters. The documents will be forwarded by the department to the appropriate Dean and to UConn-AAUP by January 1, 2023. Subsequent revisions will be forwarded by the department to the appropriate Dean and to UConn-AAUP, as those revisions become available.

30.4 Deans shall review these Departmentally approved documents to ensure they are consistent with the By-Laws, governance documents, and policies of the School/College and the University.

30.5 Departments shall adhere to these practices when drafting or updating the aforementioned documents.

A. By-Laws – the By-Laws of each Department/School shall include *inter alia* determination of criteria for eligible voters

B. Performance Review

1. The parties agree that the purpose of the Performance Review is to promote, maintain, and enhance excellence in job performance and to foster informed communication between bargaining unit members and their supervisor(s).

a. The Performance Review shall be based upon each bargaining unit member's assigned duties in teaching, service, research, and/or clinical work including duties associated with extension and any administrative appointment held by the member.

b. The Performance Review should clarify or establish the faculty member's assigned duties in teaching, service, research, clinical work, and/or extension for the next year.

c. The Performance Review is an opportunity for faculty members and their academic unit heads to discuss a faculty member's ambitions and aspirations within the University and the profession, including teaching preferences and progress toward promotion.

2. Each department or equivalent unit is responsible for developing procedures and criteria to conduct a Performance Review of faculty members appropriate to their disciplines. The procedures and criteria must address review of jointly appointed faculty.

3. Each year, the academic unit head shall provide a written summary to the faculty member. At a minimum, the summary shall:

a. State the faculty member's anticipated workload for the next academic year;

b. Provide formative feedback in the performance review commenting upon their performance in each area of assigned duties (research, teaching, service, extension, and/or clinical work).

c. Conclude whether the faculty member's performance is satisfactory or unsatisfactory.

4. Unsatisfactory Performance Review

Department Heads or equivalent officials shall give a faculty member at least four (4) months' warning before issuing an unsatisfactory Performance Review.

a. The warning shall trigger a meeting among the member, department head or equivalent official, and appropriate representative of the UConn-AAUP, if requested, to develop a plan to achieve a satisfactory Performance Review.

b. Failure to meet the standards enunciated in the plan shall be considered just cause for an unsatisfactory Performance Review.

c. The member shall have the right to appeal any unsatisfactory Performance Review through the grievance procedure. Discipline for just cause under Articles 13 or 27 shall not be subject to this requirement.

C. Merit Policies –must be consistent with Article 25 of the Collective Bargaining Agreement

D. Promotion, Tenure and Reappointment (PTR) and Promotion and Reappointment (P&R)

1. Each Department shall have a Departmental PTR Advisory Committee for tenured and tenure-track members of the bargaining unit selected according to a method approved by a majority of the Departmentally determined eligible faculty voting members. This Committee:

a. Shall advise the Department Head on promotion, tenure, and reappointment;

b. Shall review the bargaining unit member's PTR file and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, extension work, and service of the individual under consideration, basing its evaluations on the criteria listed in the relevant articles of the By-Laws of the University of Connecticut (as set forth in Article 8.3). This evaluation should take into account the assignments of the individual;

c. Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;

d. Shall follow prescribed procedures outlined in the Provost's Guidelines on Promotion, Tenure, and Reappointment.

2. A separate P&R Advisory Committee may be established by the department for reviewing non-tenure-track members of the bargaining unit for promotion and reappointment, or that responsibility may be delegated to the PTR Advisory Committee. This committee:

a. Shall advise the Department Head on promotion and reappointment;

b. Shall review the bargaining unit member's P&R file and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, clinical extension work and service of the individual under consideration, basing its evaluations on the criteria listed in the relevant articles of the By-Laws of the University of Connecticut (as set forth in Article 8.3). This evaluation should take into account the assignments of the individual;

c. Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;

d. Shall follow prescribed procedures outlined by the Provost's Office as well as those of the School/College in which the bargaining unit member is employed.

D. Workload Policies – Workload policies shall be consistent with other articles contained in the Collective Bargaining Agreement. Each department shall develop criteria for measuring workload and shall develop baseline workload expectations that bargaining unit members must perform each academic year (*e.g.*, through teaching, research, service, outreach, clinical work and/or extension).

1. The criteria should permit both individual bargaining unit members and department heads and equivalent officials to reasonably determine if a member has satisfied the criteria.

2. For members of the bargaining unit, any significant departure from documented effort allocation or expectations shall be made only after discussion with the member.

3. The department will publish its workload policies, including the criteria for measuring workload, at least 120 calendar days prior to the effective date of the policy or any change thereto, and in a location accessible to members of the bargaining unit in the department.

E. Evidence of Teaching Effectiveness Beyond SET – Each department shall develop guidelines that provide effective teaching assessment beyond SET for those who have teaching duties.

F. Departmental Administrative Positions – Each department shall develop processes for the selection and review of departmental administrative positions held by members of the bargaining unit (including, but not limited to, associate department head(s), graduate or undergraduate director/coordinator) on an ongoing basis, if any.

ARTICLE 31

PROMOTION, TENURE, AND REAPPOINTMENT

The parties agree to establish a joint labor-management committee to review the University's Promotion, Tenure, and Reappointment ("PTR") and Promotion and Reappointment ("P&R") procedures, including all documents and related forms.

A. The purpose of the committee shall be to make recommendations to the Provost for changes, if any, to the PTR/P&R procedures. If the Provost determines to make any changes to the PTR/P&R procedures based upon the committee's recommendations, involvement by the UConn-AAUP shall be in accordance with Article 8.

B. The UConn-AAUP may appointment up to five (5) members of the bargaining unit to serve on the committee. The Provost may designate up to five (5) members of the administration to serve on the committee. The University Senate, pursuant to its by-laws and procedures, may designate one (1) member of the Faculty Standards committee who is also a member of the bargaining unit to serve on the committee.

ARTICLE 32

OFFICE/RESEARCH/INSTRUCTIONAL SPACE AND TECHNOLOGY

An adequate academic working environment and supporting services and technology necessary to perform assigned duties promote effective teaching, learning, and research.

32.1 The Administration shall manage office, research and instructional space, including room capacity and configuration, location, and appropriate technology necessary to perform assigned duties, in an equitable manner consistent with institutional and pedagogical needs and the obligation of members of the bargaining unit to comply with FERPA. The availability, location, and nature of the office, instructional and research space and technology necessary to perform assigned duties shall be determined by the Administration.

32.2 The nature of any equipment or support for technology necessary to perform assigned duties shall be determined by the Administration. The Administration may require a faculty member to demonstrate a need for the University to provide the equipment or support. Any equipment provided by the University remains property of the University.

32.3 The Administration will consider input from the bargaining unit member about space and technology necessary to perform their assigned duties. It is the obligation of the bargaining unit member to bring to the attention of their department head or other supervisor any unique or specific space or technology needs necessary to perform their assigned duties.

32.4 This article on office/research space and technology shall be neither grievable nor arbitrable.

ARTICLE 33

AGRICULTURAL EXTENSION

The University By-Laws (as set forth in Article 8.3) concerning academic tenure apply to tenured and tenure-track faculty in Agricultural Extension.

ARTICLE 34

TENURE APPEAL

34.1 In the event that a vote in favor of tenure for a faculty member by a departmental PTR committee, a Dean's Advisory Council, and the Provost's Faculty Review Board are all overturned by the Provost of the University and the faculty member has evidence that the Provost's decision may have been arbitrary and capricious, the Provost's decision may be appealed to a Select Committee chosen by the Senate Executive Committee. The appeal must be made within thirty-seven (37) calendar days of the faculty member receiving the decision of the Provost denying their tenure.

34.2 The Senate Executive Committee shall nominate nine (9) tenured members of the faculty who are all in the bargaining unit to serve on the committee and the University and the UConn-AAUP may each strike two (2) names from the list of nominees. In the event that more than five (5) names remain after the completion of the process, the Senate Executive Committee shall designate five (5) tenured faculty members from the bargaining unit to serve as the Select Committee. The parties understand that time is of the essence in this process, and in no case shall it take longer than fourteen (14) calendar days for the selection of the Select Committee. The decision of the Select Committee shall be rendered no later than August 1.

34.3 If the five-member Select Committee finds, after hearing the evidence from each side, that arbitrary and capricious action was, in fact, the basis for the Provost's decision, the aggrieved faculty member shall be recommended for tenure through the Provost to the Board of Trustees.

34.4 No bargaining unit member may pursue a tenure appeal pursuant to this Article if they have also pursued, or are in the process of pursuing, a tenure appeal pursuant to the University's By-Laws (as set forth in Article 8.3). No bargaining unit member may pursue a tenure appeal pursuant to the University's By-Laws (as set forth in Article 8.3) if they have also pursued, or are in the process of pursuing, a tenure appeal pursuant to this Article.

ARTICLE 35

PARKING

35.1 The UConn-AAUP will have a representative on the Transportation Advisory Committee. Bargaining unit members will be afforded one "free" ticket per semester where it can be demonstrated that the member had paid for parking and none was available (handicapped and fire lanes excluded).

35.2 Annual Increase:

The University has the right to increase parking fees in the existing Storrs rate schedule as follows. The annual increase does not apply to adjuncts. Those increases are in Section 4.

At the beginning of each fiscal year, parking fees for all types of permits in a given fiscal year shall be increased by a factor equal to the annual percentage increase in base salary exclusive of merit-rounded to the nearest whole dollar amount effective that same fiscal year. The percentage increase shall be applied to the parking fee in effect at the time of the annual increase. In any year there is zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

The University will maintain designated Area 3 parking as free for bargaining unit members.

35.3 Area 2 Sliding Scale:

A. Bargaining unit members shall be eligible to purchase Area 2 parking permits at a reduced cost according to a sliding scale based on base salary:

<u>Percentage of Area 2 Rate</u>	<u>Base Salary</u>
50%	Up to \$53,561
75%	\$53,562-\$80,342
100%	\$80,343 and up.

B. At the beginning of each fiscal year, the base salary in the Area 2 sliding scale will be increased by a factor equal to the annual percentage increase in base salary exclusive of merit rounded to the nearest whole dollar amount effective that same fiscal year. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the base salary in the sliding scale.

35.4 Adjunct Faculty

At the beginning of each fiscal year, parking fees for adjunct faculty shall be increased by a factor equal to the same percentage increase in the same fiscal year as the adjunct base rate specified in Article 19. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

35.5 Regional Campuses:

The University will provide Area 2 parking for all faculty at regional campuses. Parking rates at campus locations other than Storrs, except as noted below, shall be the same as the Area 2 rates at the Storrs campus. Bargaining unit members purchasing parking permits at the campus at which they are primarily employed shall have the parking permit honored at comparable or lesser types of parking at other campuses when travelling to such locations for University business.

The University reserves the right to also provide non-Area 2 parking at any campus. If non-Area 2 parking is made available to bargaining unit members, the rates will be negotiated with UConn-AAUP.

35.6 Parking Garages

For parking permits in garages opened on or before June 30, 2022, at the beginning of each fiscal year, the University may increase the parking fees by the percentage provided for in Article 35.2, plus an additional percentage factor not to exceed the merit pool for the same fiscal year.

ARTICLE 36

FLEXIBLE SEMESTERS

The University and the UConn-AAUP recognize the importance of encouraging research activity during the academic year, which is agreed to be the primary appointment period of most faculty. Adjustments in the academic calendar may require increased flexibility in research scheduling.

There may be situations when summer teaching is required as part of a faculty member's normal appointment. Otherwise, on a voluntary basis and with the approval of the department head or equivalent official and Dean, and with notice to the Office of Summer and Winter Programs, a faculty member may be allowed to substitute a summer teaching assignment for a fall or spring teaching obligation. This exchange will be considered as part of the faculty member's regular teaching load and will not be eligible for extra compensation. If a course is cancelled by Administration after completion of an exchange agreement, the faculty member's obligation will have been met. The University shall adopt necessary procedures for the implementation of this agreement, and they shall apply equally to all academic departments and interdisciplinary units. Such voluntary changes are understood to be in the best interests of the University and the faculty member, and, therefore, Promotion Tenure and Reappointment (for tenured and tenure-track faculty), Promotion & Reappointment (for non-tenure track faculty), merit and other evaluations will be adapted to take into account such flexible scheduling.

ARTICLE 37

ATHLETICS

This article pertains to bargaining unit members in the following titles:

Head Coach, Associate Head Coach and Assistant Coach;

Trainer

Specialist IA, IIA, IIIA, IVA

Tier 1 NCAA Team Sports: Football and Basketball

Tier 2 NCAA Team Sports: All other NCAA Team Sports Offered at the University

37.1 All bargaining unit members in this article may be hired or renewed for multiple year contracts. However, in no case may an Associate Head Coach (Tier 1 or Tier 2), an Assistant Head Coach (Tier 1 or Tier 2), or a Specialist (Tier 1, but excluding Trainers) be hired or renewed for a term longer than the head coach in their sport. In situations where the contract term for an existing coach has expired, the terms and conditions of the previous contract may be applicable and remain in effect until a new agreement is in place so long as the parties agree prior to the expiration of the existing contract term.

37.2 New bargaining unit members shall serve a one (1) year probationary period. In the event the probationary employee is dismissed before the end of their probationary period, they shall receive one (1) month's notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

37.3 Following the probationary period, Trainers and Specialists in Tier 2 NCAA Team Sports shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal shall be afforded according to Section 37.6 below. Beginning in the seventh year, or prior to the seventh year upon recommendation of a supervisor and approval by the Athletic Director or equivalent official, reappointed Trainers and Specialists in Tier 2 NCAA Team Sports shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed in 37.6 below.

37.4 Unless otherwise specified in this Article, neither the dismissal of bargaining unit members during their probationary period, nor the non-renewal of bargaining unit members prior to receiving a multi-year appointment shall be grievable, except pursuant to Article 5 (Non-Discrimination). In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

37.5 This section applies only to Tier 1 NCAA Team Sports

A. Any new bargaining unit member employed in Tier 1 NCAA Team Sports must be employed exclusively in Tier 1 NCAA Team Sports.

B. In those instances where a head coach of a Tier 1 NCAA Team Sport has a five-year appointment, bargaining unit members supporting that sport in the titles covered in this Section may be appointed to varying employment terms which coincide with the employment term of the head coach. However, in no case may an Associate Head Coach, Assistant Head Coach, or Specialist in Tier 1 NCAA Team Sports (excluding Trainers) be hired or renewed for a term longer than the head coach in their sport.

C. When a head coach of a Tier 1 NCAA Team Sport is separated for any reason before the end of their contract, a bargaining unit member in the titles covered in this Section may be terminated with the following notice:

1. Employees with less than one year's service shall receive ninety (90) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice;

2. Employees with at least one year of service shall receive one hundred eighty (180) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice.

37.6 Notice of Non-Renewal

Notice of non-renewal, or salary and benefits for which they are eligible under applicable plans in lieu thereof, shall be afforded according to the schedule below

Probationary employees shall receive 14 calendar days' notice.

After one (1) year of non-probationary employment: sixty (60) days' notice;

After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) days' notice.

After receiving a multi-year contract: 300 days' notice

37.7 Members Previously in Article 13

On or before December 31, 2017, the UConn Administration shall conduct an audit of all members of the unit covered by this Article to determine if any such members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet to discuss the matter and determine what action should be taken. If a bargaining unit member is qualified for a multi-year contract, such contract will be offered and the UConn-AAUP will be consulted with respect to changed assignments and compensation, if warranted. Nothing herein shall prevent the UConn-AAUP from discussing prior to completion of the audit any specific individuals it believes may be eligible for a multi-year contract.

37.8 At the discretion of the University, a bargaining unit member in the titles covered in this Article who is required to utilize a wireless communication device to perform their official duties may receive compensation in the form of a stipend to cover business-related use of a personally owned mobile device. Use of the device, including eligibility for and the amount of the stipend, shall be determined in accordance with University policy, as may be amended from time to time.

37.9 Following a negotiated agreement with UConn-AAUP, teams may move from one tier to another.

37.10 Evaluation System

The parties agree that the purpose of an evaluation system is to ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank.

37.11 Evaluation Procedures

A. All formal evaluations shall be conducted in accordance with procedures developed by the Department of Athletics. Evaluation procedures shall be in writing and shall not solely rely upon student athlete evaluations. The Department shall establish and publish such evaluation procedures on or before December 31, 2017. Subsequent changes in such procedures shall also be published.

B. Written evaluations shall be shared with the bargaining unit member within fourteen (14) calendar days of the time they are completed. The bargaining unit member shall sign the evaluation solely for the purpose of acknowledging that they have read it and shall be given a copy for their records.

C. An employee shall have the right to append a response to their evaluation.

37.12 Dismissal for Just Cause

The parties wish to encourage open communication between administrators and bargaining unit members in the titles covered in this Article and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a bargaining unit member in the titles covered in this Article should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the provisions of Article 3 on academic freedom apply to all bargaining unit members in the titles covered in this Article.

A. Discipline or dismissal during the term of an employment contract shall be for just cause. Non-renewal of all bargaining unit members covered by this Article shall not require just cause, except for Trainers and Specialists in Tier 2 NCAA Team Sports. Just cause is defined to mean:

1. Neglect of assigned responsibilities, incompetence, or failure to fulfill professional commitments.

2. Insubordination or serious noncompliance with the University of Connecticut By-Laws, (as set forth in Article 8.3), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;

3. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, salary increase, or other benefit;

4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations;

5. Repeated, documented failure to meet generally accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Paragraphs 37.10 and 37.11 above.

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay during the term of any employment contract:

1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

2. Within seven (7) calendar days of receiving the written statement in 37.12(B)(1) above, the bargaining unit member may request a hearing before the Director of Athletics or their designee with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the employee's request.

3. Within seven (7) calendar days of receiving the recommendation in 37.12(B)(2) above, the bargaining unit member shall have the right to submit a written appeal to the President or their designee who must be outside the Athletic Department. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP.

4. The decision of the President or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement. Non-renewal of a contract at the expiration of the appointment term shall not be grievable for all bargaining unit members covered in this Article except Trainers and Specialists in Tier 2 Sports.

C. A Deputy Director of Athletics or equivalent official not a member of the bargaining unit may issue written warnings and written reprimands following discussion with the bargaining unit member, which member may request attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through Step 37.12.B.3 above but shall not be grievable to arbitration.

D. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

37.13 Immediate Suspension and Loss of Salary

A. If the Director of Athletics or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with pay until the hearings described in 37.12(B)(2) and 37.12(B)(3) above have taken place, or the opportunity to have such hearings has been afforded the grievant, and only after discussion with the UConn-AAUP.

B. In the event the discipline involves the loss of salary and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at 37.12(B)(1), whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

37.14 In cases where a non-probationary bargaining unit member claims that their procedural rights under 37.10 and 37.11 of this Article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this Agreement.

37.15 This Article will be subject to a reopener as set forth in the parties' side letter of March 3, 2022.

ARTICLE 38

SUMMER AND WINTER COMPENSATION

38.1 Compensation

Compensation of full-time faculty who hold academic appointments during the regular academic year and who teach credit bearing courses during the summer or winter sessions are paid as described in A.1 and A.2 below, unless teaching such courses is part of the bargaining unit member's regular teaching load. The summer and winter academic programs are self-supporting based upon fee revenue from program participants.

A. Traditional Credit Courses

1. Non-W Credit Courses: Effective May 7, 2022, three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of \$1,794 per credit for enrollments up to and including eight (8) students. \$210 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2022, faculty will be paid a base salary of \$1,830 per credit for enrollments up to and including eight (8) students. \$220 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2023, faculty will be paid a base salary of \$1,866 per credit for enrollments up to and including eight (8) students. \$230 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

2. W Credit Courses: Effective May 7, 2022, three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of \$1,794 per credit for enrollments up to and including eight (8) students. \$230 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2022, faculty will be paid a base salary of \$1,830 per credit for enrollments up to and including eight (8) students. \$235 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2023, faculty will be paid a base salary of \$1,866 per credit for enrollments up to and including eight (8) students. \$240 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

3. Load adjustment: Full-time faculty who teach during summer or winter sessions may be given a load adjustment for either the next occurring spring or fall semester in consultation with the Department Head or equivalent official upon prior approval of the Dean of the affected school or college. If a load adjustment is not arranged, the faculty member will be compensated according to the above formula.

4. Team Taught Courses: The Department Head or equivalent official, with the prior approval of the Dean of the affected school or college, will assess the number of credits each faculty member is responsible for and each faculty member will be paid proportionally according to the above formula as appropriate.

5. Adjunct Faculty: Adjunct faculty who teach during the regular academic year shall be paid the same rate when teaching the same course(s) during the summer or winter.

B. Non-Traditional Credit Courses: Independent Studies, Practica, Fieldwork, Internships, and Similar Non-Traditional Courses

Faculty teaching non-traditional credit courses shall receive 50% of the course fee paid by the students up to a maximum of 12% of the faculty member's normal academic year salary or 12% of the University-wide full professor average salary, whichever is less.

C. Masters or Doctoral Courses Numbered 5960 and 6960

When student course fees in the Masters or Doctoral courses numbered 5960 and 6960, or their successor numbers, is part of a need-based financial aid package, the course fees shall not be part of the fee sharing arrangement specified for independent study. Such course fees will be returned to the Graduate School for assistance to other graduate students eligible for such aid.

D. Lab Preparation

For lab courses requiring that the professor personally prepare specimens, chemicals, specialized equipment, or the like, there will be an additional \$500 payment above the instructional rate.

E. Course Preparation

If a class that a faculty member has not previously taught during the academic year, the summer or winter is cancelled, the faculty member will receive \$400 per credit as compensation for course preparation. A faculty member may receive course preparation pay for the same course only once.

F. Incentives

In exceptional cases, the Dean of the appropriate school or college may offer financial incentives to faculty members who teach high demand courses during the summer and winter sessions. Notice of any such financial incentives will be provided to the University official in charge of collective bargaining who will provide such information to the UConn-AAUP upon request.

G. Exceptions to Compensation Formula

The compensation formula and/or salary maximum may be waived in exceptional cases by the Dean of the appropriate school based upon academic demands, availability of qualified faculty, and/or programmatic requirements. Situations in which the compensation formula may be waived may include, but are not limited to, teaching of new courses or courses required for graduation with lower enrollments and teaching of courses where enrollment is limited by external factors (*e.g.* licensure or accreditation requirements). Notice of any such waivers will be provided to the University official in charge of collective bargaining who will provide such information to the UConn-AAUP upon request.

38.2 Administration of Summer and Winter

A. Though the Parties consider teaching in summer or winter sessions to be a service to the students, faculty activity in such a session will not be considered in evaluations relating to the amount or award of merit, unless teaching such course is part of the bargaining unit member's regular teaching load or the departmental merit practices specifically include consideration for summer or winter teaching.

B. Participation by faculty will be on an entirely voluntary basis and nothing in this Agreement precludes the employment of either adjunct faculty or graduate students as instructors, if faculty do not volunteer when course proposals by academic units are solicited.

C. A faculty member who agrees to teach a summer or winter course may not later decline to teach it absent good cause. A faculty member who declines to teach a course without good cause may be refused the opportunity to teach in future summer and winter-sessions.

D. The University reserves the right to cancel classes due to low enrollment.-Notice to affected faculty will occur no later than the last business day before the start of the session in question.

E. The normal academic year salary is defined as the annual salary rate less longevity pay.

F. For purposes of determining compensation in Article 38.1.A, enrollment numbers shall be based upon the number of paying students as of the end of the add/drop period for the applicable session.

G. Reimbursement for travel to other campuses will be for mileage only and will be paid at the rate established in the collective bargaining agreement.

38.3 Changes to Summer and Winter Session Calendar

If the University considers changes to the calendar during winter and summer sessions, the UConn-AAUP shall be afforded the opportunity to participate in discussions with the University concerning these proposed changes. Nothing in this paragraph is intended to or shall be construed as creating an obligation for the University to negotiate or bargain with the UConn-AAUP over these proposed changes.

38.4 Extra-Compensation

In accordance with University policies and procedures, faculty members teaching during the summer and winter sessions may accumulate funds in a special departmental account to be used by the member of the bargaining unit for legitimate professional expenses, with prior approval of the Department Head or equivalent official. The University will process the transfer of funds to the bargaining unit member's special departmental account in an expeditious manner, but not to exceed two (2) pay periods from the end of the applicable session.

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF ONLINE COURSES

39.1 The Parties agree with regard to the development of online credit courses for extra compensation by full-time members of the bargaining unit, as follows:

A. The *Online Credit Course Development and Intellectual Property Agreement* ("Online Course Development Agreement") (See Appendix C) shall be used until the expiration of the Parties' collective bargaining agreement.

1. In order for a bargaining unit member to receive extra compensation for development of an online course, they must execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be \$2,750 per course credit hour.

2. The "right of first refusal" contained in the Online Credit Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials developed by them. If the developer declines or is unavailable (*e.g.* the faculty member is on leave or has departed the University) to teach the course, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Use or adaptation of the developer's material by another instructor does not abridge the developer's future right of first refusal unless they are no longer employed at the University. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the materials during any term or session.

B. For team developed courses (*e.g.* courses developed by two or more full-time bargaining unit members):

1. All members of the developing team shall be required to sign the Online Course Development Agreement

2. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course, which shall be no less than the amount paid to a single developer.

3. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.

C. The University will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. The developers retain rights to their intellectual property in accordance with U.S. law and the University's *Intellectual Property and Commercialization Policy*. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course.

39.2 Teaching of an online course during the traditional academic year (*e.g.* Fall and Spring semesters) shall be considered part of the bargaining unit member's workload.

39.3 Adjunct faculty members may be hired to develop an online course for compensation on a “work for hire” basis.

A. Minimum compensation for an adjunct faculty member developing an online course for compensation shall be \$2,750 per course credit hour.

B. The University will have the non-exclusive right to use all course materials developed by the adjunct faculty member for compensation (“Course Materials”), including any copyrighted material and any materials the adjunct faculty member develops while teaching the class. The adjunct faculty member may use the content they created without further consent or approval of the University in any scholarly or creative works or to teach similar courses at other institutions.

C. An adjunct faculty member who develops an online course for compensation will have a limited “right of first refusal” to teach the course with the Course Materials relative to other adjunct faculty members. This limited “right of first refusal” means that the adjunct faculty member shall be given the opportunity to teach all sections of the course to be taught using the Course Materials before it is offered to another adjunct faculty member, provided that the adjunct faculty member’s performance is satisfactory and teaching of the course does not cause the faculty member to exceed eight (8) credits in the semester. If the adjunct faculty member declines to teach the course, if their performance is unsatisfactory, or if teaching of the course will cause the adjunct faculty member to exceed eight (8) credits in the semester, the Course Materials may be used and/or adapted by another adjunct faculty member without further compensation to the adjunct faculty member who developed the materials.

D. Each year of this agreement, the University will provide the UConn-AAUP with a list of adjunct faculty members who have been hired to develop an online course for compensation on a “work for hire” basis.

E. The parties shall develop an Online Course Development and Intellectual Property Agreement for Adjunct Faculty.

ARTICLE 40

DURATION OF AGREEMENT

40.1 This agreement shall be in full force and effect from July 1, 2021 through June 30, 2025. There shall be a reopener limited for the period of July 1, 2024 through June 30, 2025 to include the following, effective no later than August 23, 2024:

- A. A general wage increase (GWI)
- B. Merit pool
- C. Minimum adjunct compensation
- D. Summer and winter session compensation

40.2 The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed two years.

ARTICLE 41

COMPENSATION FOR EXPERIENTIAL GLOBAL LEARNING

This Article pertains to members of the bargaining unit who teach in Experiential Global Learning programs, including Education Abroad, that are administered by the Office of Global Affairs and funded by student fees for participation in the program.

41.1 Compensation

A. Instructional Responsibilities

1. Bargaining unit members who teach in an Experiential Global Learning program as part of their regular teaching load, who receive course release for such teaching, or who are otherwise compensated for such teaching will receive no additional compensation from the Office of Global Affairs.

2. Faculty members who teach in an Experiential Global Learning program which is not part of their regular teaching load or for which they have not received course release or other compensation shall be compensated at a per credit rate equivalent to the minimum adjunct rate in effect at the start of the program.

3. Where a course is taught by two (2) or more bargaining unit members the credit attributed to the faculty member for purposes of determining compensation under Section A.2 will be divided proportionately between the employees.

B. Administrative Responsibilities

1. This section applies only to faculty members who are required to travel to a program location and have administrative responsibilities for students while at or travelling to/from a program location.

2. Faculty members with administrative responsibilities will receive a supplement of \$100 per student.

3. A faculty member with administrative responsibilities may receive the administrative supplement in Section 41.1(B)(2) in addition to any compensation provided in Section 41.1(A)(1) or (A)(2) for instructional duties.

4. Where two (2) or more bargaining unit members have administrative responsibilities, the supplement in Section 41.1(B)(2) will be divided proportionately between the employees.

C. Exceptions to the methodology for calculating faculty compensation under Sections 41.1(A)(2) and 41.1(B)(2) may be made with the written agreement of the faculty member and the Vice President Office of Global Affairs or their designee. At the request of a faculty member, compensation for participation in an Experiential Global Learning program may be waived or diverted to another account. Information about exceptions granted will be provided to the UConn-AAUP upon request.

41.2 Expenses

A. The University will provide round-trip transportation between the program location and the faculty member's home campus in accordance with University policies.

B. The University will provide lodging for the duration of the period of required travel and presence at a program location.

C. Where meals are not provided to the faculty member by a program, the University will provide a stipend of \$200 per week for meals and incidentals for the period of required travel and presence at a program location. Modifications may be made with the written agreement of the faculty member and the Vice President of Global Affairs or their designee. Information about modifications will be provided to the UConn-AAUP. At the request of a faculty member, the stipend may be waived.

D. A faculty member whose expenses are covered by this Article may not also seek reimbursement under other University policies or procedures, including, but not limited to, the *Travel and Entertainment Policies and Procedures*.

41.3 Program Cancellation

A. If an Experiential Global Learning program is cancelled at any point prior to the program start, the Office of Global Affairs will not be responsible for any compensation due to the faculty member under this article.

B. If an Experiential Global Learning program is cancelled at any point after the program has started, the Office of Global Affairs will pay the faculty member the balance of any compensation for instructional duties due under Section 41.1(A)(2) but will not be responsible for the prorated share of any administrative stipend after the cancellation date of the program.

C. If an Experiential Global Learning program is cancelled at any point after the program has started, the Office of Global Affairs will continue to pay expenses for the faculty member as set forth in Section 41.2, including return transportation, for a reasonable period of time in order to return the faculty member to their home campus.

ARTICLE 12

SIGN OFF

FOR AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CONNECTICUT

NEGOTIATING TEAMS

FOR UCONN-AAUP:

David Amdur
Michael Bailey, Chief Negotiator
Suman Majumdar
Jean McCarthy
Thomas J. Peters
Lyle Scruggs

FOR UCONN:

Kelly Bannister
Karen Buffkin, Chief Negotiator
Terrence Cheng
Peter Diplock
Gladis Kersaint
Juli Wade

APPENDIX A

LONGEVITY PAYMENT CHART

Distinguished and University Professors

<u>Title</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Distinguished Professor	N/A	\$ 387.50	\$ 775.00	\$ 1,162.50	\$ 1,550.00
University Professor	N/A	\$ 387.50	\$ 775.00	\$ 1,162.50	\$ 1,550.00

Professorial Titles, by Academic Rank:

<u>Academic Rank</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Professor	11	\$ 356.25	\$ 712.50	\$ 1,068.75	\$ 1,425.00
Professor	9, 10	\$ 291.25	\$ 582.50	\$ 873.75	\$ 1,165.00
Assoc Prof	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Assoc Prof	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Asst Prof	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Asst Prof	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Instructor	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Instructor	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00

<u>Non-Professorial Positions/Titles</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Academic Asst 1	N/A	\$ 112.50	\$ 225.00	\$ 337.50	\$ 450.00
Academic Asst 2	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Academic Asst 3	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Academic Asst 4	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Academic Asst 5	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Assoc Coop Ext Educator	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Assoc Research Scholar	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Assoc Research Scientist	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Asst Coop Ext Educator	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Extension Educator	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Lecturer	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Lecturer	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Research Assoc 1	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Research Assoc 2	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Research Assoc 3	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Research Asst 1	N/A	\$ 113.75	\$ 227.50	\$ 341.25	\$ 455.00
Research Asst 2	N/A	\$ 112.50	\$ 225.00	\$ 337.50	\$ 450.00
Research Asst 3	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Research Scholar	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Research Scientist	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Senior Research Scholar	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Senior Research Scientist	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00

Spec Internal Lecturer I	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Spec Internal Lecturer I	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00
Spec Internal Lecturer II	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Spec Internal Lecturer II	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Spec Internal Lecturer III	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Spec Internal Lecturer III	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Specialist IA	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Specialist IA	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00
Specialist IIA	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Specialist IIA	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Specialist IIIA	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Specialist IIIA	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Specialist IVA	11	\$ 356.25	\$ 712.50	\$ 1,068.75	\$ 1,425.00
Specialist IVA	9, 10	\$ 291.25	\$ 582.50	\$ 873.75	\$ 1,165.00
Sr Coop Ext Educator	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Visiting Asst Ext Educator	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Visiting Assoc Ext Educator	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00

APPENDIX B

MEMBERS OF THE BARGAINING UNIT MEDICAL LEAVE GUIDELINES

Faculty medical leaves have historically been at the discretion of the University and administered in accordance with the Article XIV, L, 4 of the By-Laws of the University of Connecticut (the “By-Laws”) titled “Sick Leave for Faculty With or Without Pay,” which provides that “[e]ach case is considered separately and involves careful consideration of length of service, nature of illness, and anticipated length of disability.” These guidelines are intended to clarify the By-Laws and provide better guidance and general parameters to University administrators in evaluating requests for medical leave.

These guidelines are for a bargaining unit member’s own long term illnesses only (*e.g.* federal and/or state FMLA qualifying medical leaves) and apply only to tenured and tenure-track faculty and non-tenure track bargaining unit members who are on multi-year appointments or annual appointment with at least three (3) years of service in a non-tenure track position. Absences for short-term illness and caregiver leave, and for members of the bargaining unit that are on temporary appointments will be administered at the school or departmental level. In no case shall a medical leave extend a temporary appointment beyond its end-date. For non-tenure track bargaining members not on a multiyear appointment, leave under this Appendix will cease on the member’s appointment end date. If the non-tenure track bargaining unit member is renewed for a consecutive appointment in the same position, the balance of leave under this Appendix may be extended into the new appointment with approval of the Dean and the Provost.

A. Bargaining unit members with Less than Three (3) Years of Service (up to six months paid sick leave)

1. Bargaining unit members with less than three (3) years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months.¹ Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the member of the bargaining unit is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) months provided for in Paragraph A.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member’s length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the bargaining unit member with less than three years of service is an ARP participant and is eligible to collect long-term disability (LTD) benefits during a period of approved unpaid leave, the University will not supplement the LTD benefit.

¹ The term “months” is intended to mean calendar months.

3. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

B. Bargaining unit members with 3 to 6 Years of Service (up to twelve months paid sick leave)

1. Bargaining unit members with 3 to 6 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still medically unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph B.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the disability benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs B.1 and B.2 shall be in conformity with By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

C. Bargaining unit with 7 to 10 Years of Service (up to eighteen months of paid sick leave)

1. Bargaining unit members with 7 to 10 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph C.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs C.1 and C.2 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for an additional six (6) months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

D. Bargaining unit with More Than 10 Years of Service (up to twenty-four months paid sick)

1. Bargaining unit members with more than 10 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph D.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit

member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still unable to return to work, an extension of twelve (12) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs D.1 and D.2 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for the additional twelve (12) months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for twelve (12) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

E. Maximum Continuous Medical Leave

Unless otherwise required by law, any continuous period of medical leave (paid, unpaid or a combination of paid/unpaid) shall not exceed two (2) years.

F. Concurrent Leaves and Entitlements

1. All medical leaves under these guidelines shall run concurrently with federal FMLA and other legal entitlements, including ADA accommodations arranged through the Department of Human Resources.

2. Bargaining unit members who are afforded paid time off under the collective bargaining agreement must use such time concurrently with any paid leave provided in accordance with this Appendix.

G. Reinstatement of Bargaining unit Members Who Are Medically Separated In Good Standing

If a bargaining unit member who is medically separated in good standing becomes medically able to return to University employment, they shall be eligible for rehire. Rehire shall be subject to approval of the Dean and the Provost. In determining whether to rehire the bargaining unit member, emphasis shall be placed on the qualification of the bargaining unit member at the time of rehire; the likelihood that the bargaining unit member will be able to resume teaching, scholarship and service at a level commensurate with their position; and the needs of the University, School or College, and Department.

H. Calculation of Supplemental Disability Pay

For bargaining unit members enrolled in the ARP and eligible to receive a disability supplement in accordance with these guidelines, the University shall supplement the disability insurance such that the bargaining unit member's bi-weekly gross pay (disability benefit plus supplement) while receiving the supplement equals the bi-weekly gross pay the bargaining unit member would have received if they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the bargaining unit member.

I. Multiple Access to Paid Sick Leave

Bargaining unit members may only access the paid medical leave benefits described in this policy once every three (3) years unless otherwise approved by the Dean and the Provost, with an emphasis on whether the total amount of paid sick leave taken in any three (3) year period is less than the maximum paid sick leave available to the bargaining unit member under these guidelines.

Whenever a bargaining unit member utilizes paid sick leave under these guidelines, the bargaining unit member's years of service shall be determined from the bargaining unit member's University hire date. If the bargaining unit member accesses the benefit a second or subsequent time within the three (3) year period from the date the bargaining unit member initially accessed the paid sick leave, then the bargaining unit member shall be limited to the remaining paid sick leave eligibility for that three (3) year period.

If a bargaining unit member is not eligible for paid sick leave in accordance with this paragraph, they still may take as unpaid any medical leave to which they are entitled in accordance with their rights under federal and/or state medical leave laws.

APPENDIX C

ONLINE CREDIT COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT

This is an agreement between the University of Connecticut ("University") and ("Faculty Member") establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to, the University's *Intellectual Property and Commercialization Policy* ("*Policy*").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for teaching remotely to enrolled students at the University in a predominantly online asynchronous mode of instruction.

Faculty Member and University recognize each other's independent and mutual rights under *Policy* and agree to abide by the terms of *Policy*.

Faculty Member agrees to *Policy* and the terms established in *Policy*. Faculty Member agrees to the division of intellectual property rights, as defined by *Policy* and further articulated here.

Schedule

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

Use of Copyrighted Materials

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

Intellectual Property Ownership

University agrees that the Faculty Member has rights to their intellectual property, in accordance with U.S. law and the *Policy* as referenced above, particularly Faculty Member's preexisting work that is incorporated into the Course. University agrees that Faculty Member retains all rights of ownership in such materials.

Faculty Member agrees, however, to grant the University a non-exclusive, royalty-free license to use the material as part of the Course. University agrees that Faculty Member retains all other rights of ownership to the Faculty Member's work and will be credited and acknowledged in all University uses of the work.

The Faculty Member retains the right to use the substantive content of the Course Materials created by the Faculty Member, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut.

The University grants to Faculty Member the "right of first refusal" to teach all sections of the Course to be taught using the course materials developed by them during the term required by the University. This "right of first refusal" means that during each term or session, the Faculty Member shall be given the first opportunity to instruct all sections of the Course to be taught using the materials they developed. If in a semester during the traditional academic year teaching all sections of Course to be taught using the materials they developed will result in overload for a full-time Faculty Member, the Faculty Member may have the option of teaching all such sections in exchange of a load adjustment in a subsequent semester with the prior approval of the department head and Dean. If the Faculty Member declines to teach the course or is unavailable to teach the course (*i.e.* on leave or has departed the University), the course materials may be used and/or adapted by another instructor without further compensation to the Faculty Member.

Transferability

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost's office and written consent from the Faculty Member and any authors of copyrighted works included in the course.

Rights Reserved by University

The University retains, at a minimum, the following rights:

1. A license and the right to use the Course for credit and non-credit instruction without payment of any royalties, fees, or residuals to the Course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.
2. The right to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of Course materials as a University instructional offering, and the right to use Course Materials beyond the involvement of the original author/developer if the "right of first refusal" is no longer in force.

Quality, Clarity and Currency Assurance

Faculty Member agrees to take full responsibility for:

1. The substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses so long as the Faculty Member remains employed by the University; Faculty Member agrees to deliver accurate and current information and content.

2. Maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at the University.

For the University of Connecticut:

[Printed Name] _____

Date: _____

Faculty Member:

[Printed Name] _____

Date: _____

ATTACHMENT 27

MEMORANDUM

Date: March 30, 2022

To: Members of the Board of Trustees

From: Radenka Maric, Interim President

RE: Recommendation for Approval of Collective Bargaining Agreement with the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (GEU-UAW)

I. RECOMMENDATION

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement (“Tentative Agreement”) between the University of Connecticut (“UConn” or “University”) and the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“GEU-UAW” or “Union”) by adopting the resolution at the end of this Memorandum.

II. BACKGROUND

The current collective bargaining agreement (“CBA”) with the GEU-UAW went into effect on July 1, 2018. The effective dates of the previous and initial CBA with the GEU-UAW were July 1, 2015 through June 30, 2018. The GEU-UAW represents approximately 2,200 GAs at the University (excluding UConn Health).

In anticipation of the previous four-year CBA with the GEU-UAW expiring on June 30, 2022, in the fall of 2021, the University began direct contract negotiations with the Union.

On March 4, 2022, the negotiations concluded with a Tentative Agreement for a successor contract between the University and the GEU-UAW. On March 23, the GEU-UAW membership voted to ratify the Tentative Agreement.

The four-year Tentative Agreement contains new provisions and language that address several concerns of the University and the Union. The agreed upon changes focused on a contract with special emphasis on fair compensation, benefits and resources to recruit highly qualified graduate students with diverse backgrounds, addressing bullying in the workplace, providing a process for GAs whose immigration issues impact the ability to work, while continuing to limit the terms of the CBA to a GAs’ employee relationship with the University.

If this Board approves the Tentative Agreement, it will be submitted to the General Assembly for approval. If approved, the Agreement will take effect on July 1, 2022, and run through June 30, 2026.

III. SUMMARY OF KEY CONTRACT TERMS

Attorney Karen Buffkin, Executive Director of Employee Relations served as Chief Spokesperson and the attached Executive Summary of key contract terms with explanatory information has been provided by her office. (Please see Attachment 1)

IV. RESOLUTION

Resolved by the Board of Trustees that the Tentative Agreement for a CBA between the University of Connecticut and the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of American (GEU-UAW) is hereby approved; and

That the President of the University is authorized to execute such Agreement on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.



DATE: March 30, 2022

TO: Radenka Maric, Interim President

FROM: Karen Buffkin, Executive Director of Employee Relations

CC: Christopher Delello, Chief Human Resources Officer

RE: Recommendation for Approval of Collective Bargaining Agreement with the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (GEU-UAW)

GEU-UAW BARGAINING SUMMARY

The University of Connecticut began bargaining a successor collective bargaining agreement (“CBA”) with the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“GEU-UAW” or the “Union”) in the Fall of 2021 in anticipation the current collective bargaining agreement’s expiration date of June 30, 2022. The following is a summary of changes to the economic and non-economic articles of the CBA.

OVERVIEW

The current collective bargaining agreement (“CBA”) with the GEU-UAW went into effect on July 1, 2018. The effective dates of the previous and initial CBA with the GEU-UAW were July 1, 2015 through June 30, 2018. The GEU-UAW represents approximately 2,200 GAs at the University (excluding UConn Health). The Agreement covers Research Assistants and Teaching Assistants. Appointments to a Graduate Assistant are temporary in nature and are typically between one semester and one academic year.

This CBA represents the third Agreement reached between the Parties.

ECONOMIC PROVISIONS

Article 20 – Tuition and Fee Waivers:

Adds that the University will waive the Matriculation Fee for each semester of a GA's appointment, while maintaining the existing waivers/relief payments.

Article 21 – Stipend, Wages and Payroll: Across the board increases as follows:

- FY2023: 4.0%
- FY2024: 4.0%
- FY2025: 3.5%
- FY2026: 3.0%

Article 22 – Health Insurance:

GA individual coverage premium increases from \$240/year to \$260/year for FY2023 and FY2024; and increases from \$260/year to \$280/year for FY2025 and FY2026. GA +1 and Family coverage remains at current premium share levels.

Article 23 – Child Care Fund:

Increases the fund from \$160,000 to \$225,000, with the continuance of no rollover of unexpended funds.

An Equal Opportunity Employer

Article 31 – Duration:

Provides for a four-year contract from July 1, 2022 through June 30, 2026.

Article 34 – Summer/Intercession GA Employment:

Increases stipends in accordance with the percentage increases in Article 21. Defines contractual leaves of absence, including paid maternity/paternity leave, and clarifies the time off available to GAs during summer and intercession appointments.

Memorandum of Agreement re: Housing:

Provides that two current GA's holding Assistant Resident Hall Director ("ARHD") titles who are required to live on campus, will be paid 75% of their stipend in exchange for housing only for the 2022-2023 academic year, which is a 15% over the current stipend payment with housing.

NON-ECONOMIC PROVISIONS

Article 2 – Union Security:

Updates consistent with U.S. Supreme Court case law to reflect that GAs are not required to join the Union or pay fair share fees.

An Equal Opportunity Employer

Article 4 – Non-Discrimination, Bullying and Harassment:

Amends the current Article to include language stating the University does not tolerate workplace bullying towards GAs; and provides clear examples of behavior that could constitute bullying. Maintains the current language regarding Non-Discrimination and Harassment.

Article 5 – Appointment and Reappointment Notification:

Provides earlier deadlines for the issuance of appointment and reappointment notices, except for incoming student fall semester/academic year appointments and summer/intercession appointments; and clarifies the reasons for less-than-one semester appointments to include the non-availability of funding for *the entirety* of a semester. Additionally, it provides GAs 24 hours to review their supplemental description of duties and raise concerns.

Article 9 – Workspace and Materials:

Clarifies that GAs may request additional work-related materials from their supervisors. It also clarifies that nothing in the Tentative Agreement prohibits GAs from making arrangements with the University for an approved alternate worksite.

Article 16 – Holidays:

Includes a provision that automatically includes Juneteenth as a holiday for Gas if after the effective dates of the Tentative Agreement the State of Connecticut declares Juneteenth an official state holiday.

An Equal Opportunity Employer

Article 19 – Housing:

Adds language that the parties share the concern that year-round, affordable, and adequate housing be available to graduate students and their families, including GAs.

Article 25 – Grievance and Arbitration:

Amends the current language to require that copies of grievances also be presented to the University's Office of Faculty & Staff Labor Relations and include the remedy being requested. Establishes that an arbitrator be selected pursuant to the American Arbitration Association or by mutual agreement before the Connecticut State Board of Mediation and Arbitration, utilizing the respective entities' labor arbitration rules; and the initial filing fee be paid by the party filing for arbitration.

Eliminates the current method of selecting a listed arbitrator and the requirement that the arbitration be scheduled within 45 calendar days of the arbitrator's designation.

Article 28 – Union-Management Committee:

Includes language to clarify initiation of meets to provide the Committee shall meet once per academic term *at the request of one of the parties*.

New Article – International GA Rights:

Establishes that where a GA is unable to be lawfully employed by the University as a result of immigration status outside the GA's reasonable control, the University agrees to make reasonable efforts to reemploy the GA as soon as it is lawful; and timing of reemployment is dependent on

academic factors, and other factors such as lab space and funding. Provides that determinations under this Article are not subject to the grievance and arbitration process.

New Article – Onboarding:

Establishes that the University will provide onboarding resources for GAs in an accessible format; and that onboarding resources and recommendations can be discussed through the Union Management Committee.

Appendix A – Supplemental Description of Duties:

In the Supplemental Description of Duties form an acknowledgement from individuals holding F-1 or J-1 visas that they will not work more than 20 hours per week when classes are in session is required.

Pronoun changes, updating dates and titles, and other stylistic changes:

Wherever gender pronouns or other out-of-date language appeared in the CBA it was changed to reflect current conventions (e.g., he/she has been updated to their). Dates of contractual provisions have been updated accordingly. References to outdated methods, technology and/or processes have been updated or eliminated. Updates were made to provide consistency throughout the tentative agreement.

An Equal Opportunity Employer

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut
Board of Trustees

And

Graduate Employee Union Local 6950– International Union, United
Automobile, Aerospace and Agricultural Implement Workers of
America (GEU-UAW)

JULY 1, 2022 – JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE 1. Recognition.....	1
ARTICLE 2. Union Security.....	1
ARTICLE 3. University Prerogatives and Academic Rights.....	2
ARTICLE 4. Non-Discrimination, Bullying & Harassment.....	3
ARTICLE 5. Appointment & Reappointment Notification.....	6
ARTICLE 6. Appointment Security.....	8
ARTICLE 7. Employment Files.....	9
ARTICLE 8. Job Posting.....	10
ARTICLE 9. Workspace & Materials.....	11
ARTICLE 10. Workload.....	11
ARTICLE 11. Intellectual Property.....	12
ARTICLE 12. Travel.....	13
ARTICLE 13. Training.....	13
ARTICLE 14. Employee Assistance Program.....	14
ARTICLE 15. Leaves of Absence.....	14
ARTICLE 16. Holidays.....	15
ARTICLE 17. Health & Safety.....	16
ARTICLE 18. Parking & Transit.....	16
ARTICLE 19. Housing.....	18
ARTICLE 20. Tuition and Fee Waivers.....	18
ARTICLE 21. Stipends, Wages and Payroll.....	19
ARTICLE 22. Health Insurance.....	21

ARTICLE 23. Child Care.....	22
ARTICLE 24. Discipline and Dismissal.....	22
ARTICLE 25. Grievance and Arbitration.....	23
ARTICLE 26. Subcontracting.....	25
ARTICLE 27. Union Rights.....	26
ARTICLE 28. Union-Management Committee.....	27
ARTICLE 29. Continuation of Services.....	27
ARTICLE 30. Severability.....	28
ARTICLE 31. Duration.....	28
ARTICLE 32. Legislative Action.....	28
ARTICLE 33. Time Off.....	28
ARTICLE 34. Summer/Intersession GA Appointments.....	29
ARTICLE 35. International GA Rights.....	32
ARTICLE 36. Onboarding.....	32
ARTICLE 37. Sign Off.....	33
APPENDIX A.	34
Supplemental Description of Duties - Research Assistant	35
Supplemental Description of Duties - Teaching Assistant	36
APPENDIX B.	37
Notification to Bargaining Unit Members in OIE Investigations	38

ARTICLE 1

RECOGNITION

As reflected in the Connecticut State Board of Labor Relations Case #30888, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, Graduate Employee Union-UAW Local 6950 (GEU-UAW Local 6950), as the exclusive bargaining representative for employees in the bargaining unit. The bargaining unit shall include all University of Connecticut Graduate Assistants (GAs), including Teaching Assistants (TAs), Research Assistants (RAs) and other Graduate Assistants who are not TAs or RAs. The bargaining unit shall also include graduate students whose functional relationship to the university is substantially identical to GAs even if another term is used by the University to describe their position.

GAs with appointments at the University of Connecticut Health Center (Schools of Medicine and Dental Medicine), graduate students performing internships required as an integral component of a graduate educational program (specifically, in the program known during the 2014-2015 academic year as the Provost's Professional Internship Program for Public Outreach, Service and Engagement), confidential employees and managerial employees shall be excluded from the bargaining unit.

ARTICLE 2

UNION SECURITY

Section 1. The University shall deduct membership dues and initiation fees from all GAs who choose to be members of GEU-UAW Local 6950. The Union will communicate the amount of such dues and initiation fees to the University.

Section 2. Within thirty (30) days of the effective date of the contract, the University shall begin deducting dues bi-weekly from the gross paycheck of each GA.

Section 3. The dues and fees deducted under this article shall be transmitted to the Union within ten (10) working days after each payday for which deductions are made.

Section 4. The University shall deduct amounts bi-weekly from the pay of all dues-paying GAs whose written authorizations have been provided to the University authorizing it to make specified contributions to the UAW Voluntary Community Action Program (VCAP).

Section 5. The Union will submit an electronic list of all changes to membership and VCAP authorization, including the amount and written authorization with respect to any change in the amount of an authorized VCAP deduction, prior to the deadline for the University to make such deductions, so that the University can make the appropriate deductions.

Section 6. The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the Comptroller's office to other unions at the University.

Section 7. GEU-UAW shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this article or any action taken by the University in complying with it.

ARTICLE 3

UNIVERSITY PREROGATIVES AND ACADEMIC RIGHTS

Section 1. The parties acknowledge that GAs have attributes of employees, particularly with regard to economic issues such as stipends and benefits, but that GAs are also students with rights and obligations that are predominately academic.

Section 2. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of GAs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which GA performance is evaluated; to establish and require GAs to observe University rules and regulations; to discipline or dismiss GAs; to establish or modify the academic and work calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, appoint, reappoint or transfer GAs; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations except as restricted by Article 26 of this Agreement; to establish tuition, fees, and charges of general application, and changes in such matters, provided such tuition, fees, and charges of general application, and changes in such matters, provided such tuition, fees, or charges of general application shall be waived or remitted for GAs pursuant to Article 20; and to exercise sole authority on all decisions involving academic matters.

Section 3. Except as otherwise provided in this Agreement, the University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which GAs shall abide. The University shall also have the right to establish or revise disciplinary policies to address violations of these rules. The Union may grieve the reasonableness of such rules and policies.

Section 4. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University. Other questions of academic judgment that shall remain in the University's discretion are:

decisions regarding a GA's academic progress and standing, including the determination of whether or not to continue or renew a GA on academic grounds; decisions regarding research methodology and materials; decisions about academic standards and whether to create, eliminate, combine, or modify academic, outreach, service and research programs; decisions regarding the selection and assignment of faculty and all positions, including GAs, that support teaching and research; and decisions regarding grants including application, selection, funding, administration, usage, accountability and termination.

Section 5. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 6. Except as provided in Section 3 above, no action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4

NON-DISCRIMINATION, BULLYING & HARASSMENT

Section 1. Neither the University nor the Union shall discriminate against a GA because of membership or non-membership in any labor union or on the basis of race, color, ethnicity, religious creed, age, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), marital status, national origin, citizenship, ancestry, sexual orientation, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, past/present history of a mental disorder), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, political activity and/or union activity, or membership in other protected classes set forth in state or federal law. Discrimination is any distinction, preference, or detriment to a GA that: (1) excludes the GA from participation in; (2) denies the GA the benefits of; (3) treats the GA differently in the context of; or (4) otherwise adversely affects a GA's employment. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

Section 2. In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation.

Section 3. The parties agree that an accommodation made by the University or the Union with respect to any term or condition of employment shall apply only to the person accommodated in the particular situation. The fact that such person was accommodated, and the manner and method of such accommodation, shall be without precedent and may not be used or relied upon by any person or entity with regard to any subsequent grievance or arbitration pursuant to this Agreement.

Section 4. No GA shall be subjected to discrimination or discriminatory harassment as defined in the Policy Against Discrimination, Harassment and Related Interpersonal Violence (“Policy Against Discrimination”), which is revised and updated and may be renamed from time to time. This Policy applies to GAs as well as the other members of the University Community. Discrimination and harassment are defined, and examples of discrimination and harassment and other prohibited conduct are set forth in Section IX of the Policy Against Discrimination. If there is a conflict between this Policy and this Agreement, then the Agreement shall govern.

Section 5. The University recognizes that sexual harassment is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual harassment, and will not tolerate harassment of GAs by faculty, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else.

(a) Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual favoritism;
- Sexual pranks, repeated sexual teasing, jokes, innuendo, or story-telling in person, or via email or other electronic media;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to, brushing up against, touching, or massaging a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated they are not interested (supervisors in particular should be careful not to pressure a GA to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons, or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment.

Section 6. Neither the University nor the Union shall tolerate bullying behavior against a GA in the course of their employment, including bullying that is the result of power-based harassment. Bullying is repeated, health-harming mistreatment of one or more people, and it is contrary to the values of the University as expressed in the University’s Code of Conduct, which clearly states that all employees are expected to behave with honesty, integrity, respect, and professionalism.

(a) Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of a GA if they are severe or pervasive:

- Slandering, ridiculing or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; making abusive and offensive remarks;
- Nonverbal gestures that convey threatening messages; using obscene gestures;
- Public humiliation or public reprimands;
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings;
- Unwanted physical contact, physical abuse or threats of abuse to an individual, their work area or their property;
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting).

Section 7. Retaliation against any GA who, in good faith, reports or who participates in the investigation of violations of the Policy Against Discrimination and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the Policy Against Discrimination or this Agreement. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the Policy Against Discrimination or this Agreement. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the GA or by the Union on the GA's behalf to the Office of Institutional Equity. Other claims of retaliation should be reported by the GA or by the Union on the GA's behalf to the Office of University Compliance. The University shall investigate all claims of retaliation promptly. The University shall ensure that a Respondent to a GA's report or grievance, or to a report or grievance in which a GA participated, will come under the joint authority of the Graduate School. In the event the matter proceeds to arbitration, the arbitrator cannot issue any award that makes an academic judgment.

Section 8. The Policy Against Discrimination shall be made available to GAs through posting on a University website. GAs who file a complaint alleging a violation of the Policy Against Discrimination to the Office of Institutional Equity ("OIE") shall be notified in writing that OIE's role is investigatory, that the OIE investigator does not represent the Complainant or the Respondent, and that the GA may be a member of the bargaining unit and may elect to have a union official act as a support person during the investigation. To that end, the OIE shall provide to the GA the letter from the Union incorporated herein as Appendix B. In the event a Complainant or Respondent requests that OIE advise the Union of the complaint, such notification shall be made.

Section 9. In instances where the grievance is sustained, or during an investigation conducted by OIE in accordance with Article 25, Section 3, where interim remedial measures are taken, the University shall have the following remedies or interim measures available, including but not limited to: change to a different workstation, schedule, work location, supervisor, unit, department, or position appropriate for the GA, provided that, in the case of a

Complainant/Grievant, the change is equitable; training and education of a Respondent; no-contact remedies.

Section 10. The University maintains Gender Transition Guidelines to assist transgender and gender variant members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members. In conjunction with such Guidelines, as they may from time to time be revised and updated, the University shall comply with law including any applicable building code with respect to the provision of all-gender restrooms. The University shall make reasonable efforts to accommodate requests by a GA for an all-gender restroom within a reasonable distance to the GA's workplace.

Section 11. The University shall comply with the law including any applicable building code with respect to the provision of lactation stations.

ARTICLE 5

APPOINTMENT & REAPPOINTMENT NOTIFICATION

Section 1. Each offer of appointment or reappointment to a Graduate Assistant position shall be made by the University in writing and shall state:

- (a) whether the position is a Teaching Assistantship, Research Assistantship or a combination of research support and teaching; and
- (b) the term of the appointment or reappointment. Offers of appointment or reappointment to a GA position shall be for a minimum term of one semester. Notwithstanding the foregoing, appointments of less than one semester may be offered, by agreement of the parties, to account for funding opportunities that were not available for the entirety of the semester, replacement for an unanticipated vacancy by another GA, late arrival onto campus, or other reasons that would have prevented the appointment of the GA at the outset of the semester.

Section 2. The parties recognize appointments for an academic year or longer are generally in the mutual interest of the University and the GA. Hiring units are encouraged to offer one academic year appointments when practicable. Appointments exceeding one academic year may be made contingent on available funding.

Section 3. The University shall provide a written letter offering an individual an appointment or reappointment.

- (a) The University shall notify incoming students of their appointments by April 1, except in exceptional situations as outlined in subsection (e).

- (b) The University shall notify continuing students of Fall Semester appointments by June 1, except in exceptional situations as outlined in subsection (e).
- (c) For students whose appointments begin in any other semester, except Intersession and Summer instructional appointments, the University shall notify students of their appointments at least 60 days prior to the beginning of the work assignment, except in exceptional situations as outlined in subsection (e).
- (d) For Intersession and Summer instructional appointments, the University shall notify students of their appointments at least 14 days prior to the beginning of the work assignment, except in exceptional situations as outlined in subsection (e).
- (e) Exceptional situations, for purposes of this Article, refer to those situations in which the appointment cannot be filled by the notification deadline or those situations in which an appointment has been filled but vacated due to an unforeseeable situation. Remedies available to an arbitrator for violations of this Section shall be limited to prospective changes in departmental hiring practices and the implementation thereof.

Section 4. The parties acknowledge their mutual interest in allowing GAs the opportunity to express assignment preferences prior to the University making assignment decisions. The University encourages all hiring units to offer such opportunities. Nothing precludes a GA from expressing assignment preferences.

Section 5. The letter of appointment shall include the following information:

- (a) Appointment title
- (b) Appointment percentage of Full Time Equivalent
- (c) Effective dates or duration of the appointment
- (d) Hiring unit
- (e) Hiring unit contact
- (f) A brief summary of the general nature of required duties
- (g) Stipend
- (h) Reference to source of information on health and other applicable benefits
- (i) Tuition and fee waiver or remission information
- (j) Response requirements, if any

- (k) A statement that the position is covered by this collective bargaining agreement
- (l) A web address provided by the Union for GEU-UAW contact information, informational materials, and membership card.

Section 6. Supplemental Description of Duties: The University shall provide GAs with applicable documentation detailing the specific duties of the appointment for that semester, which shall, wherever applicable, include:

- (a) assigned course, lab, research project, or position;
- (b) the faculty member(s) or supervisor(s) to whom the GA will report;
- (c) the duties that the GA will be required to perform;
- (d) course meeting times and location;
- (e) the maximum number of students for which the GA will be responsible per class, section, lab, etc.;
- (f) work location.

Departments may use the sample Description of Duties forms attached hereto to as Appendix A or may create their own forms.

The University shall make every reasonable effort to provide such documentation at least thirty (30) calendar days prior to the commencement of each academic semester. If it is not possible to provide such documentation at least thirty (30) days in advance, it shall be provided no later than the beginning of the academic semester. In any case, including revisions to a GA's Description of Duties, GAs shall be given at least 24 hours to review the document and raise concerns.

ARTICLE 6

APPOINTMENT SECURITY

Section 1. If the University makes an offer for appointment to a Graduate Assistant position and the individual to whom the offer was made accepts it in a timely manner, the terms of the offer including level of compensation, benefits, and other terms and conditions of employment shall be honored by the University during the term specified in the offer of appointment. This provision does not and shall not be interpreted to excuse any GA from fulfilling the proper and complete performance of the functions of the GA position subject to Article 24 (Discipline and Dismissal) or applicable academic standards.

Section 2. By providing written notice and supporting documentation at least 20 days in advance of the start of the appointment, a GA may turn down one or more semesters of an appointment to accept an extramural or other fellowship or for another reason granted by the University. If a GA turns down one or more semesters, as set forth in this Article, the time off shall be unpaid and the GA shall be responsible for tuition and fees, if applicable, and the duration of the original appointment shall not be extended.

ARTICLE 7

EMPLOYMENT FILES

Section 1. "Employment file" shall be defined as documents maintained by the University reflecting an individual's appointment as a GA, revision or termination of such appointment, job-related evaluations and discipline of the GA, and pay and benefits related to such appointment. For the purposes of this article, employment files of GAs shall be considered education records pursuant to the Family Educational Rights and Privacy Act (FERPA), as amended, as they are records relating to individuals in attendance at the University who are employed as a result of their status as students. The University shall not make personally identifiable material in an employment file public without the GA's consent except as otherwise provided by applicable law.

Section 2. Materials related to a GA's course of study, grades, academic progress and aspects of graduate study other than service as a GA, while also subject to FERPA, shall not be considered part of the employment file. Grievances filed by a GA and records concerning the processing and resolution of the grievance, including any arbitration concerning it, shall also not be considered part of the employment file.

Section 3. The University shall, within ten (10) working days after receipt of a written request from a GA, permit such GA, who may be accompanied by a Union representative if the written authorization by the GA so provides, to inspect the GA's employment file. Such inspection shall take place during regular business hours at a location designated by the University. The GA may not remove the employment file from the designated premises. The University may require that inspection take place in the presence of a designated individual.

Section 4. If upon inspection of the employment file a GA disagrees with any of the information contained in such file, removal or correction of such information may be agreed upon by such GA and the University. If such GA and the University cannot agree upon such removal or correction, then such GA may submit a written statement explaining the GA's position. Such statement shall be maintained as part of the employment file and shall accompany any transmittal or disclosure of such file to a third party.

Section 5. Within a reasonable time after receipt of a written request from a GA, the University will provide such GA, or the Union if the GA has authorized the Union to receive it, with a copy of all or part of the GA's employment file, provided such request reasonably identifies the materials to be copied. The University may charge a fee for such copying reasonably related to the cost of supplying the requested documents.

Section 6. The employee shall be notified of the placement of any negative evaluative material in his/her employment file within ten (10) working days.

ARTICLE 8

JOB POSTING

Section 1. The parties recognize that the University has discretion over who is hired as a GA, the qualifications for GA positions and the methods used to make such hiring decisions.

Section 2. The parties also recognize that GA appointments are usually made without posting, including appointments at the time of admission, through departmental assignment, in connection with advising relationships with faculty members, and through arrangements made between departments.

Section 3. On occasions when a University unit decides to open a Graduate Assistants opportunity to more widespread or University-wide application, these procedures shall be followed:

- (a) The University shall create and maintain a website for posting of information regarding such GA opportunities as a University unit decides to advertise. The University shall notify the Union within ten (10) business days of any changes to University website addresses where such positions are posted.
- (b) The University will post information on the website concerning such GA openings as soon as reasonably practicable.
- (c) The website shall contain the following information with respect to each position posted there:
 - (i) A description of the position and the qualifications required to apply for it.
 - (ii) An employment non-discrimination statement.
 - (iii) The procedure required to apply for the job, including the name and location of the office where inquiries and applications may be made.

ARTICLE 9

WORKSPACE & MATERIALS

Section 1. The University will provide office space, desk space, laboratory and other facilities, equipment and materials necessary for the performance of the duties assigned to a GA. GAs may request additional materials from their supervisors or department

Section 2. If the University requires a GA to purchase job-related materials or equipment, the GA shall be reimbursed for those costs. GAs shall be reimbursed for the cost of equipment or materials purchased by the GA to perform the GA assignment if the GA had prior written approval for such purchase from the GA's department head and followed all relevant University and State of Connecticut procurement and purchasing requirements. Absent such written approval, a GA shall not be required to purchase such equipment or materials to perform the GA's assignment.

Section 3. Personal computers, home printers and printing supplies, calculators, reference materials, electronic media, home internet access and the like, which are provided and used by graduate students in the course of their graduate studies, are not considered reimbursable for purposes of this article, unless the GA has been required to purchase and use the item for GA work pursuant to Section 2.

Section 4. Nothing in this contract prohibits a GA from making arrangements with the University for an approved alternative work site.

ARTICLE 10

WORKLOAD

Section 1. The workload for a full-time graduate assistant shall not exceed an average of twenty (20) hours per week during the term of the GA's appointment. Alternate percentage appointments will be directly proportional to the full-time appointment. Given the professional nature of GA assignments, the specific hours in any week may vary from the average according to the needs of the employing unit, but will not unreasonably exceed twenty (20) hours, or the pro rata equivalent, in any given week.

Section 2. While the parties recognize that the content of work assigned to a GA is a University prerogative, supervisors and departments shall not assign job duties that the GA cannot reasonably perform within the allotted workload hours taking into account the GA's academic commitments as a graduate student.

Section 3. Supervisors shall provide reasonable notice for the completion of tasks, taking into consideration relevant surrounding circumstances, including, but not limited to, grading, exam preparation and monitoring, instructional details for discussion sections or lab assignments, and/or any other material necessary for timely preparation. Supervisors will make every reasonable effort to accommodate GAs' academic commitments when assigning tasks.

Section 4. Any work assignment, including but not limited to, preparation work, training, orientation, required meetings, required conferences and required office hours, shall be included in the total workload for the period of the appointment, including duties that occur outside the academic semester. This shall not include obligations that are required of an individual graduate student as part of their academic program of study.

Section 5. In the case of change of GA job assignment, any work completed in the original assignment will count toward the hour limit for the semester.

Section 6. If a GA contends that the GA's workload exceeds the maximum required by the GA's assignment, the GA shall first discuss this with the GA's faculty supervisor (or department head, as appropriate) in an effort to resolve the matter. A Union representative may participate in this discussion if the GA desires.

Section 7. If the GA's concern is not resolved by the faculty supervisor or department head, the GA may submit a written Workload Review Request to the Dean of the Graduate School, specifying the reasons supporting the GA's claim. Within ten (10) calendar days of receiving the request, the Dean of the Graduate School, or designee, will respond in writing.

Section 8. If the GA does not accept the decision of the Dean of the Graduate School, the Union may appeal it in the form of a grievance submitted directly to the arbitration step of the grievance and arbitration procedures of this Agreement.

Section 9. For GAs whose assignment exceeds the number of assigned hours, pursuant to Section 1 above, the University will pay for additional hours already worked on a pro rata basis and either reduce the GA's assignment so as not to exceed an average of 20 hours per week, or its pro-rata equivalent, for the remainder of the term of the GA's appointment or with the consent of the GA, increase the workload specified in the appointment letter for a fractional appointment to include the additional hours of work and increase the GA's stipend commensurately; or implement another solution agreed upon by the University and the GA and Union.

ARTICLE 11

INTELLECTUAL PROPERTY

Section 1. As employees of the University, GAs shall have the same intellectual property rights and obligations as other University employees under applicable statutes and University By Laws and policies with respect to inventions, copyrightable works and other intellectual property created while working as a GA.

Section 2. The Union acknowledges that the University may revise its bylaws and policies respecting intellectual property from time to time. Such revisions shall apply to GAs, as employees, upon implementation by the University.

Section 3. A GA who serves as the instructor of record for a course shall have the same rights of ownership as a member of the faculty would have with respect to course materials that the GA develops for the course while working as a GA. If the GA develops course materials pursuant to a separate written contract with the University, the rights of ownership in such materials shall be determined by the terms of such separate contract.

Section 4. GAs shall be subject to and have rights under the Policy on Alleged Misconduct in Research in the same manner as other University employees.

Section 5. The University shall post its current intellectual property, commercialization, and patent policies on its web site. The University shall promptly notify the Union of any changes to the name of these policies, changes to the language of existing policies, or creation of any new policies.

Section 6. Retaliation against any GA who, in good faith, reports or who participates in the investigation of violations of policies referenced in this Article is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the Policy on Alleged Misconduct in Research. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the Policy on Alleged Misconduct in Research. Claims of retaliation based on filing a complaint of research or academic misconduct, in connection with their employment, or on participating in an investigation related to research and academic misconduct should be reported by the GA or by the Union on the GA's behalf to the Vice President for Research (VPR) or designated Research Integrity Officer (RIO). The University shall investigate all claims of retaliation promptly. The University shall ensure that a Respondent to a GA's report or grievance, or to a report or grievance in which a GA participated, will come under the joint authority of the Graduate School. In the event the matter proceeds to arbitration, the arbitrator cannot issue any award which makes an academic judgement.

ARTICLE 12

TRAVEL

A GA who is required by the GA's supervisor to travel as part of their GA duties will be reimbursed in accordance with the applicable University travel policy, as such policy may be changed from time to time.

ARTICLE 13

TRAINING

Section 1. The University will provide each individual appointed to a GA position with training that is needed to fulfill the GA's assignment if such training is not otherwise required of graduate students in the individual's department or program.

Section 2. All training pursuant to Section 1 shall be considered part of the GA's required workload.

Section 3. While the content and delivery of training is reserved to the University, the Union Management Committee may make recommendations to the University to address insufficient or overlapping training concerns brought to its attention by GAs.

ARTICLE 14

EMPLOYEE ASSISTANCE PROGRAM

The University will make an Employee Assistance Program available to GAs and eligible family members on the same basis that is made available to faculty and other employees of the University.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. A GA may request in writing a personal leave of absence from their GA appointment for reasons including, but not limited to, illness or injury, immigration hearings, pregnancy, to care for a newborn or adopted child, or to care for an immediate family member (spouse/registered domestic partner, child or parent of the GA or parent of the GA's spouse/registered domestic partner) with a serious health condition or for bereavement with respect to such immediate family members. It is the responsibility of the GA to contact the appropriate faculty member or other supervisor in advance of the leave unless circumstances make this impossible. Up to three days of such leave per semester may be taken by the GA as a matter of right.

Section 2. GAs may apply for leaves of absence pursuant to this article. Each GA shall be entitled to have up to three (3) days of such leave or leaves paid per semester. The remaining portion of leaves taken pursuant to this article shall be unpaid. For GAs on a 20 hour per week appointment, each day of paid leave shall be considered equivalent to four hours work. For GAs on appointments less than 20 hours per week, the daily hour's equivalent for purposes of this article shall be pro-rated.

The University may approve additional paid or unpaid leave for such reasons in its sole discretion. If the leave is for twenty-one (21) or fewer consecutive calendar days, the GA will retain health insurance and tuition remission benefits.

Section 3. Upon written application to the University, a GA may request an extended leave of absence from their GA appointment in excess of twenty-one (21) consecutive calendar days, but in no event longer than the remainder of the current semester. The University may approve

such leave in its sole discretion. If it grants such a leave, the University will determine whether the GA's stipend, health insurance and tuition remission will be extended for the portion of the approved leave exceeding twenty-one (21) calendar days.

Section 4. Notwithstanding any contrary provision of this article, a graduate assistant who gives birth will be granted a leave period of six (6) weeks following natural childbirth and eight (8) weeks following childbirth by caesarian section. The GA's stipend, health insurance support and tuition waiver will be maintained during such leave (but not beyond the end of the GA's appointment) and during medically necessary leave prior to delivery that is supported by medical certification. A GA who is the non-birth parent of a newborn or adopted child will be granted a leave of twenty-one (21) consecutive calendar days to care for the child. The GA's stipend, health insurance support and tuition waiver will be maintained during such leave (but not beyond the end of the GA's appointment).

Section 5. A GA will be granted a military leave of absence and jury duty leave in accordance with applicable laws and University policy.

Section 6. No leave of absence will be granted for a GA to engage in other employment.

Section 7. While nothing in the sections above concerning leaves from a GA appointment affects a graduate student's right, if any, to take leave from an academic program, the parties agree that taking leave from an academic program automatically constitutes relinquishment of any GA appointment held by the individual taking such a leave.

Section 8. The University shall grant a minimum of 5 business days per occurrence for bereavement due to death of a family member, as defined in Section 1. The University may require appropriate documentation from GAs requesting bereavement leave.

ARTICLE 16

HOLIDAYS

Section 1. GAs shall not be required to work on the following holidays when the holidays occur during the term of their appointment, except as provided in Section 3 of this Article.

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

* If during the effective dates of this Agreement, the State of Connecticut declares Juneteenth as an official state holiday, it will be included in the Section 1 list of holidays, effective upon the date of the declaration.

Section 2. The University recognizes the importance of diversity in the workforce, the cultural and religious holidays celebrated by various traditions, and that many vital members of the University community practice these traditions. The University recognizes that there are cultural and religious holidays that are not currently University holidays. The University shall make every good faith effort to accommodate a GA who wishes to observe recognized cultural and religious holidays. GAs who wish to observe recognized cultural and religious holidays shall submit their requests to their supervisor in writing.

Section 3. Any GA required by the University to work on a holiday may arrange an alternative day off with their supervisor for a mutually agreeable alternative within the same semester.

ARTICLE 17

HEALTH & SAFETY

Section 1. UConn shall continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their work as GAs. Such reasonable provisions shall include providing, maintaining and training in the safe and proper use of equipment and workspace necessary for the work. Appropriate safety equipment shall be furnished to employees as required.

Section 2. The University's Health and Safety policy, as effective on October 24, 2014, is incorporated into this Agreement, and updated health and safety policies shall automatically be incorporated herein as replacements for the preceding document.

Section 3. The University agrees to appoint to the Environmental Health and Safety Committee a member of the bargaining unit who shall be designated by the Union. The Union Management Committee established in Article 28, or a subcommittee thereof if the Committee chooses to create one for such purpose, shall include health, safety and security issues in its agenda at the request of either party to the Agreement.

ARTICLE 18

PARKING & TRANSIT

Section 1. The parties recognize that while limited parking resources on campus must be shared by varied constituencies including students, staff and faculty, the University has traditionally provided GAs with more extensive parking privileges than provided to other students as well as access to some employee lots. The University shall continue to provide such enhanced parking to GAs pursuant to this agreement. The University will allow GAs to purchase a parking

permit which allows access to commuter and Area 2 parking lots. The parties recognize that the specific access arrangements and areas covered by GA parking permits may change as factors such as construction and program changes affect the overall UConn parking plan.

Section 2. The University retains the right to establish and change parking rates, open and close lots, and modify parking conditions and regulations. The University shall provide 30 days advance written notice to the Union of any proposed change in parking rates or regulations affecting GAs. If the University issues a ticket to a GA due to such changes without prior 30-day notification to the Union, the University shall waive all fees for the ticket.

Section 3. The parking rate charged GAs shall be equivalent to Fifty Per Cent (50%) of the full parking rate charged for an Area 2 employee parking permit.

Section 4. If the University increases the full rate for Area 2 parking permits in any given year, such increase shall not exceed the annual percentage increase in faculty base salary exclusive of merit for faculty.

Section 5. For GAs whose assigned duties require it, based on appropriate documentation from a supervisor, the University shall make good-faith effort to provide overnight parking access in the area nearest to their worksite.

Section 6. GAs who purchase parking permits in accordance with this Article at the campus at which they are primarily employed shall have the parking permit honored in commuter and Area 2 parking lots at other campuses when traveling to such locations for University business.

Section 7. GAs shall have access to all disabled parking spaces available in accordance with applicable law.

Section 8. GAs shall have the right to pay for parking permits through bi-weekly payroll deductions over the course of their appointment.

Section 9. The Transportation Advisory Committee may meet to discuss and receive comments regarding any proposed changes in parking rates. The University agrees to appoint to the Transportation Advisory Committee a member of the bargaining unit who shall be designated by the Union.

Section 10. The Union-Management Committee may consider and make recommendations to the University concerning how parking and transit services can be improved for the benefit of GAs.

ARTICLE 19

HOUSING

Section 1. The Union and the University share the concern that year-round, affordable and adequate housing be available to graduate students and their families, including GAs.

Section 2. The parties agree that the Union-Management Committee may consider housing issues and make recommendations to the University to address the housing needs of graduate students and GAs. The Committee will meet for this purpose up to twice per semester at the request of either party.

Section 3. The University will provide the committee with available information reasonably necessary for it to carry out its functions with respect to housing, including an annual update concerning the number of spaces of campus housing for which GAs shall be eligible to apply.

ARTICLE 20

TUITION AND FEE WAIVERS

The University shall grant remission or waiver of tuition for Graduate Assistants covered by this Agreement. With respect to fees, the parties agree:

- (a) The University shall waive the Infrastructure Fee for a Graduate Assistant during each semester of such GA's appointment.
- (b) The University shall provide each Graduate Assistant with a credit of Three Hundred Dollars (\$300.00) toward the General University Fee during each semester of such GA's appointment.
- (c) The University shall waive the Visa Compliance Fee during each semester of such GA's appointment.
- (d) The University each semester will provide to GAs a lump sum fee relief payment equivalent to the Student Recreation Center fee.
- (e) The University shall waive the Matriculation Fee during each semester of such GA's appointment.
- (f) The University has the managerial and academic right to establish new fees.

ARTICLE 21

STIPENDS, WAGES AND PAYROLL

Section 1. During the 2022 – 2023 academic year, minimum academic year stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Four Percent (4.0%).

2022 - 2023 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$1,322.70	\$25,792.65
	75.00%	\$992.03	\$19,344.59
	50.00%	\$661.35	\$12,896.33
Masters or Equivalent	100.00%	\$1,391.77	\$27,139.52
	75.00%	\$1,043.83	\$20,354.69
	50.00%	\$695.89	\$13,569.86
PhD Candidate	100.00%	\$1,547.39	\$30,174.11
	75.00%	\$1,160.55	\$22,630.73
	50.00%	\$773.70	\$15,087.15

Section 2. During the 2023 – 2024 academic year, minimum academic year stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Four Percent (4.0%).

2023 - 2024 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$1,375.62	\$26,824.59
	75.00%	\$1,031.72	\$20,118.54
	50.00%	\$687.81	\$13,412.30
Masters or Equivalent	100.00%	\$1,447.47	\$28,225.67
	75.00%	\$1,085.61	\$21,169.40
	50.00%	\$723.74	\$14,112.93
PhD Candidate	100.00%	\$1,609.31	\$31,381.55
	75.00%	\$1,206.99	\$23,536.31
	50.00%	\$804.66	\$15,690.87

Section 3. During the 2024 – 2025 academic year, minimum academic year stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Three and One Half Percent (3.5%).

2024 - 2025 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$1,423.77	\$27,763.52
	75.00%	\$1,067.83	\$20,822.69
	50.00%	\$711.89	\$13,881.86
Masters or Equivalent	100.00%	\$1,498.16	\$29,214.12
	75.00%	\$1,123.62	\$21,910.59
	50.00%	\$749.08	\$14,607.06
PhD Candidate	100.00%	\$1,665.66	\$32,480.37
	75.00%	\$1,249.25	\$24,360.38
	50.00%	\$832.83	\$16,240.19

Section 4. During the 2025 – 2026 academic year, minimum academic year stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Three Percent (3.0%).

2025 - 2026 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$1,466.50	\$28,596.75
	75.00%	\$1,099.88	\$21,447.66
	50.00%	\$733.25	\$14,298.38
Masters or Equivalent	100.00%	\$1,543.12	\$30,090.84
	75.00%	\$1,157.34	\$22,568.13
	50.00%	\$771.56	\$15,045.42
PhD Candidate	100.00%	\$1,715.66	\$33,455.37
	75.00%	\$1,286.75	\$25,091.63
	50.00%	\$857.83	\$16,727.69

Section 5. A GA shall be appointed to the highest stipend level for which they are eligible based on degree standing at the start of the individual’s appointment as a GA. GAs may be appointed to a higher level at the discretion of the University. If a GA becomes eligible for a higher level during an appointment, the higher stipend level shall become effective no later than the start of the next semester. The University may appoint a GA to a combined teaching and research position.

Section 6. Stipend rates established by this Agreement are minimums and do not restrict the University’s right to provide a higher stipend, bonus or monetary award to a GA at the University’s discretion.

ARTICLE 22

HEALTH INSURANCE

Section 1. GAs in the bargaining unit, together with substantially all other graduate students at the University, are required to have health insurance.

Section 2. Contingent upon continued legislative authorization and the agreement of the Comptroller and the Office of Policy and Management (OPM), the University shall provide GAs with health insurance under the Connecticut Partnership Plan without the Health Enhancement Program (HEP). For such coverage for an individual GA, the GA will pay as follows:

Year	GA-Only	GA +1	GA + Family
2022 - 2023	\$260/yr	\$1,440/yr	\$1,822/yr
2023 - 2024	\$260/yr	\$1,440/yr	\$1,822/yr
2024 - 2025	\$280/yr	\$1,440/yr	\$1,822/yr
2025 - 2026	\$280/yr	\$1,440/yr	\$1,822/yr

Section 3. The Union-Management Committee may consider issues concerning health insurance and its administration and make such recommendations as the Committee determines to be appropriate.

Section 4. The parties agree: (1) that the provision of health insurance to GAs by means of the Partnership Plan pursuant to this article does not constitute providing GAs with state employee pension or healthcare benefits within the meaning of paragraph 3(c) of the neutrality agreement executed by the UAW and UConn on April 9, 2014 and April 11, 2014 respectively; and (2) that nothing in this Agreement makes the bargaining unit of GAs part of the SEBAC Coalition nor does it entitle them to state employee pension or healthcare benefits.

Section 5. The University shall continue to subsidize 50% of the premium cost for dental coverage for GAs and their dependents under the current GA plan or comparable plan.

Section 6. During each fiscal year of the Agreement the University shall make a fund available to reimburse bargaining unit members for verified repatriation insurance premiums.

ARTICLE 23

CHILD CARE

During each fiscal year the University shall make a fund available to reimburse bargaining unit members for child care expenses at licensed child care facilities or bona fide institutional afterschool programs.

Commencing 2022-2023, the fund will be \$225,000 annually. There shall be no rollover of any unexpended funds.

Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the Union, which shall conform to any relevant law.

ARTICLE 24

DISCIPLINE AND DISMISSAL

Section 1. The University will not discipline a GA during the term of the GA's current appointment without just cause. As used in this article "discipline" means a written warning, a suspension without pay or a dismissal from a GA appointment based upon job-related misconduct or job performance of an individual who remains enrolled as a graduate student.

Section 2. This article does not apply to determinations by the University to dismiss a graduate student from the University for academic reasons or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student for any reason cannot continue to serve as a GA. An arbitrator shall therefore have no power to order reinstatement to a GA position of an individual who is no longer a graduate student at UConn.

Section 3. Notice of Discipline: The University will promptly notify the GA and the Union in writing of the issuance of discipline, which then may be challenged through the grievance and arbitration procedures of Article 25.

Section 4. Dismissals and Unpaid Suspensions:

- (a) Prior to the dismissal or unpaid suspension of a GA, the GA shall be provided with a written statement of the reasons for which dismissal or unpaid suspension is being considered. The notice shall include the nature of the alleged violation, the level of discipline contemplated, the right to a hearing and the right to Union representation. Upon request, the GA and Union shall be entitled to a copy of any investigatory

report that has been prepared, although confidential information and witness statements may be redacted or withheld.

- (b) Within seven (7) calendar days of receiving the written statement, the GA may request a hearing before the GA's department head (or dean for non-departmentalized schools), which a Union representative may attend if the GA so desires. This hearing shall be held within seven (7) calendar days of the GA's request, unless mutually extended by the parties. The GA and the Union representative shall be provided with an opportunity to respond to the reasons for dismissal or unpaid suspension.
- (c) Within seven (7) calendar days of the hearing, the department head shall decide whether to dismiss or suspend the GA or not and notify the GA and the Union accordingly. If the decision is to dismiss, the notice will include the effective date. If dismissal is not ordered, the department head may impose a lesser form of discipline or impose no discipline.
- (d) A decision of the department head to dismiss a GA may within fifteen (15) calendar days be grieved directly to Step 2 of the grievance and arbitration process under Article 25 of this agreement. If the visa status of an international student is threatened by the dismissal of that student as a GA, the University and the Union shall cooperate to expedite the grievance and arbitration process so that, to the extent practicable, the grievance and arbitration process will be completed before the GA loses his or her visa status.

Section 5. The University may place a GA on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of the University, warrant relieving the GA from work duties or removing the GA from the premises. The Union will be promptly notified of any such administrative leave. At the conclusion of the investigation, the University shall notify the GA and the Union of the results of the investigation and either initiate the discipline process or put the GA back to work if the term of the GA's appointment has not ended. If the term of the GA's appointment ends during a paid administrative leave, the paid leave will terminate as of the end of that term.

- (a) Paid administrative leave shall not be considered discipline.
- (b) If no disciplinary action is taken, no record of administrative leave will be placed in the GA's employment file.

ARTICLE 25

GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim by an individual GA, a group of GAs or the Union that the University has violated a specific term of this Agreement. Grievances shall be processed

according to this Article.

Section 2. The parties support the resolution of problems at the lowest possible level and, therefore, encourage informal discussions to resolve problems without the grievance procedure. The GA, and a Union representative if the GA so desires, shall discuss the grievance with the GA's immediate supervisor at the time of the occurrence or at the time the employee learns of the occurrence in an effort to resolve the grievance. The University and the Union may agree to bypass this step or to have the informal discussion with another supervisor. Requests to waive the informal step shall not be unreasonably denied. If the grievant is alleging sexual harassment or sexual assault by their supervisor, the University shall automatically grant the request to bypass the informal step. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 3. **Step 1.** If the grievance is not resolved through such informal discussion, it must be reduced to writing, dated, and presented to the department head (or dean for non-departmentalized schools) and to the University's Office of Faculty & Staff Labor Relations within thirty (30) calendar days after the event or after the grievant becomes aware or should have become aware of the event giving rise to the grievance. If the grievant is alleging sexual harassment or sexual assault, the filing deadline shall be extended to one hundred eighty (180) calendar days. The written grievance must describe the claimed contract violation, identify the provision of the Agreement allegedly violated, and state the remedy being requested. If requested, the department head will meet with the grievant and the union representative. The department head shall provide a written response to the grievance within fifteen (15) calendar days following receipt of the written grievance. In the event an investigation is being conducted by the Office of Institutional Equity ("OIE") concerning the same actions, the time within which the written response must be served shall be extended by thirty (30) calendar days, provided interim remedial measures are imposed to protect the grievant from discrimination and retaliation if requested by the grievant or the Union. Such measures shall be discussed with the Union.

Section 4. **Step 2.** If the grievance is not resolved at Step 1, the grievant may within ten (10) calendar days appeal to the Dean of the Graduate School. The grievant, representatives of the Union and the Dean of the Graduate School or designee and University's representatives will meet within ten (10) calendar days of receipt of such appeal in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Dean of the Graduate School or designee will provide a written decision on the grievance within fifteen (15) calendar days of the meeting.

Section 5. **Step 3. Arbitration:**

- (a) If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) calendar days from receipt of the written step 2 decision, appeal the decision to arbitration by written request to the University.
- (b) The parties agree to select an arbitrator pursuant to the rules of the American Arbitration Association ("AAA") or by mutual agreement of the parties may bring an arbitration before the Connecticut State Board of Mediation and

Arbitration.

- (c) The respective labor arbitration rules of the AAA or the Connecticut State Board of Medication and Arbitration shall apply to the arbitration.
- (d) The initial filing fee will be paid by the party filing for arbitration. The expense of such arbitration (cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.
- (e) The parties shall make reasonable efforts to schedule arbitration hearings promptly.

Section 6. In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GA whole for the remainder of the GA's appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 7. Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the GA and/or Union of the decision rendered and such decision shall be binding upon the GA and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the member and/or Union to proceed to the next step. By mutual written agreement, the parties may extend the time limits in this Article.

Section 8. Only the Union may appeal denial of a grievance to arbitration.

Section 9. While final with respect to the matter itself, resolutions pursuant to Step 1 or Step 2 shall not constitute a precedent for any purpose.

ARTICLE 26

SUBCONTRACTING

The parties recognize that teaching, research and other activities performed by GAs have also been performed and will continue to be performed by others within the University, including faculty members (including adjuncts), visitors, undergraduates, post-doctoral individuals, vendors, laboratory technicians, research assistants, research associates and other employees. The University shall not, however, replace GAs with outside contractors or personnel from outside temporary agencies without bargaining with the Union over the decision to do so and any effects of such replacement.

ARTICLE 27

UNION RIGHTS

Section 1. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide the Union electronically with data about the bargaining unit as provided in this article. At the beginning of each semester, the University shall provide the Union electronically with the roster of the bargaining unit, including for each member: full name, employee identification number, appointment start date, appointment end date, job title, appointment type (teaching, research or teaching/research combination), percent appointment level, pay step (beginner, masters candidate, PhD candidate), bi-weekly stipend, work department or hiring unit, work location and department head. The University shall also update the roster at least monthly.

Section 2. The University will include in its template for GA offer letters a provision by which the GA consents to the disclosure of such information to the Union. Before implementing such language the University will provide it to the Union for review and comment. The Union agrees that it will not re-disclose in violation of FERPA any personally identifiable information from education records that it receives pursuant to this provision.

Section 3. The Union may use the University mail service under the current policy for registered organizations. Pursuant to the policy, the Union understands that it shall pay the regular rate, that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University.

Section 4. Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on a designated website.

Section 5. The Union may arrange for the use of University conference rooms and meeting space on the same basis as other unions recognized by the University.

Section 6. The University shall notify newly appointed GAs of their membership in the bargaining unit and shall supply them with the link for the Union's website where they may access membership information and forms.

Section 7. The Union shall furnish the University with a written list of the Union's officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement. Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, the representative shall be permitted reasonable time to investigate, present and process grievances on University property during regular working hours. Such activities are not to disrupt University operations.

Section 8. A reasonable number of Union representatives shall be permitted access to areas of the campus that are open to the general public for the purpose of communicating and meeting with GAs, provided that the Union does not disrupt the operations of the University.

Section 9. The Union shall have the same right of access to post information on departmental bulletin boards as other external groups and individuals.

Section 10. If the University conducts an orientation of GAs at the University, School, College or department level, it shall inform the Union of the schedule for the orientation and permit the Union to use the meeting space for thirty minutes after the conclusion of such orientation to meet with GAs who wish to do so.

Section 11. The University shall allow three (3) GAs to serve as Release-Time Union Representatives. Two of the Release-Time Union Representatives shall receive stipends at the 20-hour per week level and one shall receive a 10-hour stipend (or 10-hour addition to the individual's regular GA appointment level up to a 20-hour per week maximum) to devote such time to Union work. GAs in their first year of graduate study shall not be eligible for designation as a Release-Time Union Representative. The Union will designate the individuals selected at least sixty (60) days in advance of the first day of instruction during each semester. The release time and support for a Release-Time Union Representative will end at any time that the individual's appointment as a GA ceases. In the event a vacancy in a Release-Time Union Representative position occurs during a semester, the University and Union will consult concerning arrangements for succession.

ARTICLE 28

UNION-MANAGEMENT COMMITTEE

The parties agree to establish a joint Union-Management Committee composed of up to eight (8) members. Up to four (4) members shall be designated by the University and up to four (4) members designated by the Union. At the request of one of the parties, the Committee shall meet at least once per academic term (Fall and Spring) to discuss matters affecting GAs covered by this Agreement and other related issues that are not the subject of an active grievance. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The Committee may also convene at other times upon mutual agreement. No matter shall be submitted to the Committee once it has been made subject to the grievance or arbitration provision of this Agreement.

ARTICLE 29

CONTINUATION OF SERVICES

The Union and the University agree that any differences between the parties on matters relating to the Agreement shall be settled by the means provided in the Agreement. To that end, the University agrees that it will not lock out GAs and the Union agrees that it will neither call nor

condone any strike, work stoppage or slowdown during the term of this agreement. The Union agrees that it will act immediately to disavow, prevent and bring about an immediate end to any activity in violation of this Article.

ARTICLE 30

SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 31

DURATION

This Agreement shall take effect upon the later of July 1, 2022, or legislative approval, and shall expire on June 30, 2026.

Negotiations for the successor to this Agreement shall commence according to the timetable established by Section 5-276a(a) of the General Statutes. The request to commence negotiations shall be in writing, including electronic mail.

ARTICLE 32

LEGISLATIVE ACTION

This Agreement shall require legislative approval in accordance with Section 5-278 of the General Statutes in order to become effective. For future successor agreements, the cost items contained in such agreements and any provisions that are in conflict with any statute or any regulation of any state agency shall become effective in accordance with the procedures in Section 5-278.

ARTICLE 33

TIME OFF

Section 1. GAs with academic year appointments shall have a right to four (4) weeks (20 business days) of time off from expected duties. GAs appointed for less than an academic year

shall have time off on a prorated basis. Any additional time off may be taken with the consent of the supervisor. There will be no reduction in pay or benefits for time off.

Section 2. Time off shall normally be taken during academic break periods when classes are not in session, but may be taken at other times when mutually agreed to by the GA and a supervisor. GAs who are required to work during academic break periods or wish to take time off when classes are in session must request time off in writing with as much advance notice as possible.

Section 3. The GA shall not be expected to work extra hours in advance or upon return in order to make up for the time off. Unused time off days shall not be rolled over to future appointments. There shall be no payout of unused time off days. This Article shall not be construed to prevent an arbitrator from making whole a GA who was denied time off up to 20 business days, in accordance with Sections 1 and 2.

Section 4. This Article covers the entirety of the subject of time off for GAs, and any and all prior agreements, discussions, past practices, or understandings between the parties pertaining to the subject matter herein are merged into and superseded by this Article. This Article also shall not be construed to require the University to assign additional duties for instructional GAs after the submission of final grades.

ARTICLE 34

SUMMER/INTERSESSION GA APPOINTMENTS

Section 1. The Parties recognize that Graduate Assistants (GA) may be appointed to extra-compensatory assignments that occur outside the normal academic year, and that these appointments are covered by the Agreement, including the provisions of this Article. Extra-compensatory assignments are defined as appointments occurring during the summer months or appointments occurring during the winter or May intersession that are separate and distinct from Fall or Spring semester appointments.

Section 2. Each offer for an extra-compensatory appointment shall be made by the University in writing and shall include information generally consistent with the requirements of Article 5. However, the Parties recognize that these appointment letters may be adapted to the unique nature of extra-compensatory appointments.

Section 3. Extra-Compensatory Research Appointments.

- (a) GAs appointed to extra-compensatory research assignments may be appointed to terms between 2 and 12 weeks and will be classified as a Graduate Student Technician.
- (b) The biweekly stipend rate shall be at least equivalent to the stipend rate received during the preceding academic year pursuant to Article 21 of this Agreement. The

percentage appointment during this period need not match the percentage appointment during the preceding academic year, and the stipend will be prorated to reflect the Full Time Equivalent percentage appointment. Departments are, however, encouraged to appoint GAs at the same percentage and length as Fall/Spring when funding is available.

- (c) Extra-Compensatory assignments shall not include obligations that are required of an individual graduate student as part of their academic program of study.

Section 4. Extra-Compensatory Instructional Appointments.

Graduate students appointed to extra-compensatory instructional assignments shall be paid according to the following provisions:

- (a) A GA appointed to serve as instructor of record (IOR) shall be paid in accordance with Section 5, paid in bi-weekly installments during the appointment period, and will be considered a full GA for that period and classified as a Graduate Special Payroll Lecturer. The Parties recognize that for courses of very short duration during the May and January intersessions, the average hours expected of an IOR shall be proportionally higher than of a GA appointed as an IOR during a summer session.
- (b) A GA appointed to work in an instructional support capacity (not as an IOR) shall be appointed at an FTE percentage equivalent commensurate with the nature of the duties performed and paid at least the minimum per credit rate for the credit equivalent according to the following schedule:

GA FTE Percentage Equivalent	Credit Equivalent
100%	3
67%	2
33%	1

1. 1 Credit: This is the most common level and shall include basic support for a course, including, but not limited to, overseeing a single lab section, overseeing a single discussion section, acting as a grader for a course, or providing basic support to an online.
2. 2 Credit: This is a less common level and shall include support to a course which exceeds the basic level of support provided at the 1-credit level, including but not limited to, leading a lab section and grading writing for a Q/W course or providing support to an online course whose enrollment cap has been increased significantly from the standard summer class size.

3. 3 Credit: This is the least common level and shall include support to a course which includes the full range of activities typical of and at the level of an IOR, including, but not limited to, providing support to an online course whose enrollment has been intentionally set at least 15 students higher than the standard summer class size.
- (c) The GAs in Section 4b shall be paid in bi-weekly installments during the appointment period and be classified as a Graduate Instructional Specialist and shall be paid at least the same credit-level for an equivalent position and its associated duties as in previous extra-compensatory appointments.
 - (d) The workload of extra-compensatory instructional assignments shall not exceed that of an equivalent appointment during the academic year pursuant to Article 10.
 - (e) If a class that an IOR has not previously taught during the summer or intersession is cancelled, the IOR will receive \$375 per credit as compensation for course preparation.

Section 5. Minimum per credit rate.

The minimum per credit rate, upon which the above amounts will be paid to GAs in extra-compensatory instructional appointments, shall be at least \$1732. Effective August 23, 2022, the minimum per credit rate shall be at least \$1801. Effective August 23, 2023, the minimum per credit rate shall be at least \$1873. Effective August 23, 2024, the minimum per credit rate shall be at least \$1939. Effective August 23, 2025, the minimum per credit rate shall be at least \$1997.

Section 6. The Parties agree that no GA shall be entitled to subsidized health insurance solely by virtue of an extra-compensatory appointment.

Section 7. Leaves of Absence

- (a) The Parties agree that no GA shall be entitled to leave under Article 15, Section 4 solely by virtue of an extra-compensatory appointment.
- (b) Except in cases of emergency circumstances, the Parties agree that no GA shall be entitled to leave under Article 15, if the requested leave would result in the GA being on leave during the entirety of the appointment period.
- (c) The Parties agree that the personal leave days provided in Article 15, Sections 1 and 2 shall be prorated for extra-compensatory appointments as follows:
 - (i) GAs with an extra-compensatory appointment of at least five (5) weeks shall receive one (1) day of leave during the term of the appointment.
 - (ii) GAs with an extra-compensatory appointment of at least twelve (12) weeks shall receive two (2) days of leave during the term of the appointment.

(d) Consistent with Article 15, requests for personal leave are subject to the approval of the appropriate faculty member or other supervisor.

(e) Additional leave may be granted pursuant to Article 15.

Section 8: GAs are not entitled to time off during summer/intersession appointments, except for research appointments as authorized by a supervisor in their sole discretion.

Section 9. Graduate students sometimes accept employment in student labor positions unrelated to their academic program, e.g., groundskeepers, food service workers, clerical workers. Graduate students working in such positions are not members of the bargaining unit, and provisions of this agreement do not apply to their employment.

ARTICLE 35

INTERNATIONAL GA RIGHTS

If the University is not able to lawfully employ or continue to employ a GA as a result of the GA's immigration status for reasons outside of the GA's reasonable control, the University agrees to meet with the Union and the GA to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the GA as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a GA. Such timing of re-employment shall depend on several academic factors, which are not grievable, including the academic calendar. The timing of re-employment may also depend on other factors such as the availability of lab space and research funding. Any determination made under this Article is not subject to arbitration under Article 25 - Grievance and Arbitration.

ARTICLE 36

ONBOARDING

The University will provide onboarding resources for GAs in an accessible format for the duration of this Agreement. Through the Union Management Committee the Union may discuss the onboarding resources and provide recommendations to the University.

ARTICLE 37

SIGN OFF

For the GEU-UAW:

For the Board of Trustees for
The University of Connecticut:

Radenka Maric, Interim President

GEU-UAW NEGOTIATING TEAM

UCONN NEGOTIATING TEAM

Mikayla Robinson, Chief Negotiator
Lauren Dougher
Amy Fehr
Nikko Garmendiz
Carol Ann Jackson
Luke Johnson

Karen Buffkin, Chief Negotiator
Zachary Broughton
Kelly Bannister
Alison Cutler
Kent Holsinger
Debra Lucey
Jennifer Person

APPENDIX A

Supplemental Description of Duties – Research Assistant

Grant name and number: _____

Supervisor: _____

Graduate assistant: _____

The items checked below describe the duties that are required as part of this assistantship.

<input type="checkbox"/> Prepare materials for Human Subjects Review Board	<input type="checkbox"/> Analyze data
<input type="checkbox"/> Recruit subjects	<input type="checkbox"/> Keep accurate records of experimental/observational data
<input type="checkbox"/> Interview subjects	<input type="checkbox"/> Provide access to all project-related data for supervisor
<input type="checkbox"/> Prepare materials for Animal Care and Use Committee	<input type="checkbox"/> Manage and respond to project-related communications
<input type="checkbox"/> Feed and care for subject animals	<input type="checkbox"/> Prepare website materials
<input type="checkbox"/> Clean animal cages	<input type="checkbox"/> Maintain (update) website materials
<input type="checkbox"/> Monitor subject animals	<input type="checkbox"/> Prepare articles, reports, and/or presentations
<input type="checkbox"/> Administer drugs, hormones, or other chemicals	<input type="checkbox"/> Review literature
<input type="checkbox"/> Perform surgical procedures	<input type="checkbox"/> Prepare materials for grant submission
<input type="checkbox"/> Perform euthanasia	<input type="checkbox"/> Supervise undergraduate students
<input type="checkbox"/> Prepare materials for laboratory	<input type="checkbox"/> Maintain records on undergraduate student performance
<input type="checkbox"/> Perform experiments	<input type="checkbox"/> Maintain undergraduate student attendance records
<input type="checkbox"/> Request or acquire necessary equipment	
<input type="checkbox"/> Develop and construct lab equipment	
<input type="checkbox"/> Clean laboratory and equipment	
<input type="checkbox"/> Wash glassware	
<input type="checkbox"/> Order equipment	
<input type="checkbox"/> Oversee budget	

Perform other research-related duties described here as assigned. _____

Research assistant signature: _____

Supervisor signature: _____

Date: _____

* By signing this document, the research assistant acknowledges that international students holding an F-1 or J-1 visa will not work more than 20 hours per week when classes are in session.

Supplemental Description of Duties – Teaching Assistant

Course number and section: _____

Supervisor: _____

Graduate assistant: _____

Course meeting times: _____

Course location: _____

Maximum number of students
per section _____

The items checked below describe the duties that are required as part of this assistantship.

- _____ Attend lectures
- _____ Present _____ lectures
- _____ Instruct _____ sections/labs per week
- _____ Preparation
- _____ Hold _____ office hours per week
- _____ Supervision/TA meeting _____ hours per week
- _____ Read and evaluate _____ papers per student
- _____ Grade _____ exams. Specify proportion of grading if not 100% _____
- _____ Prepare drafts of narrative evaluations and/or make grade recommendations for students in TA section or lab
- _____ Provide individual and/or group tutoring
- _____ Maintain/submit student records (e.g., grades)
- _____ Complete required TA training
- _____ Perform other class-related duties described here as assigned. _____

Teaching assistant signature: _____

Supervisor signature: _____

Date: _____

* By signing this document, the teaching assistant acknowledges that international students holding an F-1 or J-1 visa will not work more than 20 hours per week when classes are in session.

APPENDIX B



A Resource for Graduate Assistants

UConn Graduate Employee Union, UAW Local 6950

Please get in touch with us at uconngradunion@gmail.com

The Graduate Employee Union (GEU) and the University share a commitment to an inclusive campus community free of any form of discrimination or harassment. Our union contract with the University ensures that GAs have the option of pursuing various avenues of recourse in instances of discrimination or harassment. A GA may pursue a complaint through any and all of the following procedures:

- The Grievance Procedure in the contract between our Union and the University
- The procedures administered by the University and its Office of Institutional Equity
- State and federal offices that handle complaints about discrimination

The Union can advocate on your behalf. The OIE's role is investigatory and does not represent the Complainant or the Respondent. If you have experienced discrimination and/or harassment, we encourage you to seek help from the Union. If you so desire, a Union representative will work with you as your advocate. Whether you are going through our grievance process, state/federal processes, or the OIE process, a union representative can provide experience, support, and help you navigate systems that otherwise can seem complex and confusing.

ATTACHMENT 28

DATE: March 30, 2022

TO: Members of the Board of Trustees

FROM: Radenka Maric, Interim President

RE: Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO

RECOMMENDATION

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement between the University of Connecticut (“University”) and the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO (“UCPEA”) by adopting the resolution at the end of this Memorandum.

BACKGROUND

The UCPEA is certified as the exclusive collective bargaining representative for the University’s professional employees. UCPEA is UConn’s largest full-time bargaining unit with nearly 1900 members. UCPEA represents non-teaching professionals at all UConn locations other than UConn Health. UCPEA has members in virtually every department and work unit in the institution. Members of this bargaining unit include admissions officers, residence hall directors, physicians, nurses, accountants, academic advisors, food service managers and culinary professionals, financial aid counselors, librarians, information technology staff and many others.

The University and the UCPEA are parties to a collective bargaining agreement, the most recent expiring on June 30, 2021. In anticipation of the expiration of that agreement, the University and the UCPEA began bargaining a successor agreement in December 2020. As the Parties had not reached a new agreement prior to expiration of the current agreement, in or about July 2021, the Parties agreed to an extension agreement to continue key provisions of the contract operational until June 30, 2022, or legislative approval of a successor collective bargaining agreement.

On February 28, 2022, the Parties came to a tentative agreement at the bargaining table on a new contract between the University and UCPEA. The tentative agreement was put to the members of the UCPEA for a ratification vote and was ratified on March 21, 2022 by the Union membership.

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. The agreed-upon changes are focused on a fair contract with special emphasis on issues related to equity and inclusion, reducing the probationary period for existing employees who are promoted, clarifies family leave provisions, provides for the review of the annual evaluation process, provides clarification for earning and payout of compensatory time, clarity in processes, as well as fair compensation for professional staff members.

If this Board approves the agreement, it will be submitted for approval by the State Office of Labor Relations with the General Assembly with approximately 35 other ratified collective bargaining

agreements, some statewide and some specific to the University of Connecticut and the State University systems. If approved, the agreement between the University and the UCPEA will take effect upon approval and retroactive to July 1, 2021 and run through June 30, 2025.

SUMMARY OF KEY CONTRACT TERMS

Attorney Karen Buffkin, Executive Director of Employee Relations served as Chief Spokesperson and the attached Executive Summary of key contract terms with explanatory information has been provided by her office. (Please see Attachment 1)

RESOLUTION

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University and the University of Connecticut Professional Employees Association, Local 3695, AFTCT, AFT, AFL-CIO is hereby approved; and

That the President of the University is authorized to execute such Agreement on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.



DATE: March 30, 2022

TO: Radenka Maric, Interim President

FROM: Karen Buffkin, Executive Director of Employee Relations

CC: Christopher Delello, Chief Human Resources Officer

RE: Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO

I. RECOMMENDATION

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement between the University of Connecticut (“UConn” or “University”) and the University of Connecticut Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO (“UCPEA” or “Union”) by adopting the resolution at the end of this Memorandum.

II. BACKGROUND

Since July 1, 2016, all UConn employees who are members of a collective bargaining unit have been working under the provisions of a labor agreement negotiated by the University in conformance with statewide wage and benefit framework negotiated between the State and the State Employee Bargaining Agent Coalition (SEBAC).

In anticipation of the current five-year agreement expiring on June 30, 2021, in December 2020, the University began contract negotiations with UCPEA. However, the Parties had not reached an agreement by the expiration of the contract on June 30, 2021, and the Parties entered into an extension agreement to continue key provisions of the contract until June 30, 2022, or legislative approval of a successor collective bargaining agreement.

On February 28, 2022, the University and the UCPEA reached a tentative agreement, and on March 21, 2022, the Union membership ratified the tentative collective bargaining agreement.

UCPEA is UConn's largest full-time bargaining unit with approximately 1900 members. UCPEA represents non-teaching professionals at all UConn locations other than UConn Health. UCPEA has members in virtually every department and work unit in the institution. Members of this bargaining unit include admissions officers, residence hall directors, physicians, nurses, accountants, academic advisors, food service managers and culinary professionals, financial aid counselors, librarians, information technology staff, and many others.

The proposed four-year agreement contains important new provisions and language that address several longstanding concerns shared by both the University and the Union. The agreed-upon changes are focused on a fair contract with the Union with special emphasis on nondiscrimination, diversity, and inclusion, and to fairly compensate the members of our professional workforce.

If this Board approves the agreement, it will be submitted by the State Office of Labor Relations with the General Assembly for approval along with approximately 35 other ratified collective bargaining agreements of statewide units and some specific to the University of Connecticut and the State University system, along with the Statewide SEBAC Agreement. If approved, the Agreement will have an effective date of July 1, 2021 and run through June 30, 2025.

III. SUMMARY OF KEY CONTRACT TERMS

A. Economic Provisions

1. Article 32 Salary

- **General Wage Increase (GWI) and Merit:** Consistent with the SEBAC framework, with 2% allocated to merit in lieu of increments consistent with the Parties' past practice.

FY 2022: As soon as practicable following legislative approval of the agreement, 2.5% GWI and 2% performance-based award if performance is not overall unsatisfactory retroactive to July 2021.

An Equal Opportunity Employer

FY 2023: Effective first full pay period in July 2022, 2.5% GWI and 2% performance-based award if performance is not overall unsatisfactory.

FY 2024: Effective first full pay period in July 2023, 2.5% GWI and 1.5% performance-based award if performance is not overall unsatisfactory and a 0.5% merit pool increase for overall good or better performance.

FY 2025: Subject to reopener on wages and merit compensation.

- One-Time Payment: Consistent with the SEBAC framework.

As soon as possible following legislative approval of the agreement, full-time employees on the payroll on March 31, 2022 will receive a \$2,500 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.

Effective July 15, 2022, full-time employees will receive a \$1,000 one-time pensionable payment, not added to base salary. Part-time employees will receive a prorated share.

One time payments to a bargaining unit member from all University and/or State of Connecticut employment cannot exceed the amount of the one-time payment for a full-time employee.

2. Article 17 Student Health and Wellness, formerly Student Health Services

Language was amended to provide for an Evening Shift differential for clinical staff of 15% of the regular rate of pay when required to work beyond normally scheduled day shift into the evening shift.

The language provides parity for Mental Health Services Professionals (MHSP) with the Sexual Assault Response Nurse for the hourly rate for required on-call shifts; the on-call shift hours were expanded from 18 to 24 hours; and clarified how pay is determined if a MHSP has a mixed assignment of on-call time and time worked.

3. Article 18 Compensatory Time

Procedures for pay out of accrued comp time were codified limiting payout to one 40-hour payment per quarter and requiring approval for payout by the Executive Director of Employee Relations.

4. Article 34 Tuition Reimbursement and Professional Development

Continued at current levels.

An Equal Opportunity Employer

5. Article 36 Childcare

Continued at current levels.

B. Non-economic Provisions

1. Article 5 Nondiscrimination

This Article prohibiting discrimination was augmented with more expansive language affirming the University's commitment to recognize and address issues of discrimination and to foster diversity, equity and inclusion, and the University has agreed to make its best endeavor to develop and annual implicit bias and microaggression training to all members covered by the Parties' agreement.

2. Article 6 Vacation Leave

Restored prior contract language regarding the payout of earned vacation time when an employee is terminated.

3. Article 8 Holidays

The Holiday Article was amended to recognize Indigenous People's Day, with the understanding that the holiday currently is designated by statute as Columbus Day, and that if the law changes this or any other legal holiday, the agreement will follow the statutory designation.

4. Article 9 Personal Leave

The Article was clarified to extend personal leave to 9 and 10 month employees who work 35 hours per week and to prorate the benefit for employees with part-time schedules. This conforms the language to a grievance resolution on this issue.

5. Article 11 Sick Leave

The Sick Leave bank (donated time from UCPEA members) was amended to permit an employee to reserve up to two (2) weeks of vacation leave (all other leave must be exhausted) when applying for assistance from the bank.

An Equal Opportunity Employer

6. Article 12 Childbirth and Parental Benefits, formerly Maternity and Parental Benefits

This Article was amended to increase the leave entitlement for the birth parent from 30 days to six or eight weeks as specified by a medical provider. Eligibility was extended to include foster placement of a child, and to reconcile the leave with state and federal leave entitlements, such as the Family Medical Leave Act (FMLA).

7. Article 18 Compensatory Time

Compensatory time (comp time) was modified to remove the requirement that comp time only be earned for working “extraordinary hours,” a standard that the Parties have found to be problematic or unworkable for many years. That requirement was replaced with an emphasis on comp time that is required being specifically described and authorized before it is worked, and a requirement that the first 5 hours be flexed through a reduction in the employee’s schedule within the same pay period whenever possible.

8. Article 20 Probationary Employees

Probationary periods for employees who are voluntarily reassigned or hired after a search may serve a 4-month probation instead of a 6-month probation, at the discretion of the hiring authority. Employees recalled after a layoff will serve a 4-month probationary period instead of a 6-month period.

Residence Hall Directors who are dismissed during their probationary period will receive 2 weeks’ notice to vacate their apartment unless there is a safety or security concern requiring immediately vacating the premises. The language permits a discussion about extending the length of time to vacate the apartment.

9. Article 21 Evaluation

Either party may request to review the evaluation form in January 2023, and every other January thereafter. Any changes will be approached as a joint labor-management effort.

10. Article 23 Grievance Procedure

The Parties have agreed that grievances filed to Step Three (Arbitration) regarding suspensions of 10 days or less written warnings or reprimands, and evaluations shall be submitted to the Connecticut Board of Mediation and Arbitration.. This will result in a cost savings.

An Equal Opportunity Employer

11. Article 25 Career Ladders

Career ladders will continue to be supported by the University and current programs will continue.

12. Article 29 Meet and Discuss

The formal Master Labor Management Committee is eliminated and either Party may bring appropriate issues to the representatives of the other side.

13. Article 31 Job Classification

Eliminates references to contractual requirements that have already been met. Timelines for finalizing the standards for Career Progression have been extended to June 30, 2023, and may be extended further by mutual agreement.

14. Article 35 Tuition Waivers

A definition of “Dependent child” has been added consistent with current board policy to provide clarity. “Dependent child” means the employee’s biological child; the employee’s stepchild, who is the biological or adopted child of the employee’s spouse; or the employee’s legally adopted child. This conforms with longstanding Board policy and codifies an arbitration award on this issue.

15. Article 40 Union Leave

This Article has been updated to allow Union release time for individuals elected or appointed to serve as Union representatives, including those elected or appointed to serve on the UCPEA Executive Board.

16. Article 41 Representation Rights and Responsibilities

Editorial changes were made to this Article consistent with current practice, such as providing the Union an electronic list of membership data, and clarifying that the Union may request an electronic copy of the agenda and minutes of all open meetings of the Board of Trustees, if they are otherwise unavailable online.

17. Article 42 UCPEA Security and Payroll Deductions

This Article has been updated to conform with U.S. Supreme Court caselaw on mandatory “agency fees” for employees covered by the collective bargaining agreement. Additionally, conforms to state law requiring the University and other state agencies to provide the union with time to meet with new employees at New Employee Orientation.

An Equal Opportunity Employer

18. Pronoun changes, updating dates and titles, eliminating outdated process, and other stylistic changes. Elimination of Superfluous Articles. Wherever gender pronouns or other out of date language appeared in the collective bargaining agreement, the Parties agreed to update language to reflect current conventions. Official titles have been updated where necessary. References to outdated time frames, methods and/or technology have been updated or eliminated. Superfluous language has been eliminated.

An Equal Opportunity Employer

Office of Faculty & Staff Labor Relations
9 WALTERS AVENUE, UNIT 5075
DEPOT CAMPUS
STORRS, CT 06269-5075
PHONE 860.486.5684
FAX 860.486.3390
www.lr.uconn.edu

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut
Board of Trustees

And

The University of Connecticut
Professional Employees Association
Local 3695
AFTCT, AFT, AFL-CIO

JULY 1, 2021 – JUNE 30, 2025

TABLE OF CONTENTS

	Page
ARTICLE 1.	Recognition..... 1
ARTICLE 2.	Role of Professional Staff.....2
ARTICLE 3.	Board Prerogatives3
ARTICLE 4.	Professional Freedom3
ARTICLE 5.	Nondiscrimination, Anti-Harassment, and Diversity, Equity & Inclusion (DEI).....4
ARTICLE 6.	Vacation Leave.....5
ARTICLE 7.	Notice of Intent to Leave6
ARTICLE 8.	Holidays7
ARTICLE 9.	Personal Leave7
ARTICLE 10.	Civic Obligations.....8
ARTICLE 11.	Sick Leave.....8
ARTICLE 12.	Childbirth and Parental Benefits 11
ARTICLE 13.	Educational Leave 11
ARTICLE 14.	Maintenance of Status While on Paid Leave..... 12
ARTICLE 15.	Leaves Without Pay..... 13
ARTICLE 16.	Work Schedules 14
ARTICLE 17.	Student Health and Wellness..... 15
ARTICLE 18.	Compensatory Time21
ARTICLE 19.	Employee Files23
ARTICLE 20.	Probationary Employees.....24
ARTICLE 21.	Evaluation26
ARTICLE 22.	Dismissal or Other Disciplinary Action.....27
ARTICLE 23.	Grievance Procedure.....29
ARTICLE 24.	No Work Stoppage33
ARTICLE 25.	Career Ladders33
ARTICLE 26.	Vacancies and Job Posting.....33
ARTICLE 27.	Reduction of Professional Staff.....34
ARTICLE 28.	Mergers and Acquisitions37

ARTICLE 29.	Meet and Discuss	37
ARTICLE 30.	Parking	38
ARTICLE 31.	Job Classification.....	39
ARTICLE 32.	Salary	42
ARTICLE 33.	Retirement, Medical Benefits and Disability Insurance	47
ARTICLE 34.	Tuition Reimbursement and Professional Development	47
ARTICLE 35.	Tuition Waivers	48
ARTICLE 36.	Child Care	49
ARTICLE 37.	Travel.....	49
ARTICLE 38.	Health and Safety	49
ARTICLE 39.	Consulting Policy	50
ARTICLE 40.	Union Leave	50
ARTICLE 41.	Representation Rights and Responsibilities.....	51
ARTICLE 42.	UCPEA Security and Payroll Deductions	53
ARTICLE 43.	Savings Clause	54
ARTICLE 44.	Temporary and End-Date Employees	54
ARTICLE 45.	Pay Equity	55
ARTICLE 46.	Wireless Communication Device Stipends.....	56
ARTICLE 47.	Phased Retirement Program	56
ARTICLE 48.	Zipper Clause.....	57
ARTICLE 49.	Duration.....	57
MEMORANDUM OF AGREEMENT		59
INDEX.....		62

Article 1.

RECOGNITION

11 Pursuant to the provisions of Connecticut General Statute §§ 5-270, *et seq.*, and as certified by the Connecticut State Board of Labor Relations in Case No. SE-3541, Decision No. 1481, dated January 24, 1977, the Board of Trustees of the University of Connecticut (hereinafter referred to as “the University” or referred to as “the Board”) hereby recognizes the University of Connecticut Professional Employees Association, Local 3695, American Federation of Teachers Connecticut (AFT-CT), American Federation of Teachers, AFL-CIO (hereinafter referred to as “the Union” or referred to as “the Bargaining Agent” or referred to as the “UCPEA”) as the exclusive bargaining agent for all professional employees excluding those in the Faculty Unit or with faculty rank, faculty in the Law School, those in the University of Connecticut Health Center (Farmington) and the following titles:

President

Provost

Vice Provost

Assistant Vice Provost

Vice President

Executive Vice President & Chief Financial Officer

Executive Vice President

Associate Vice President

Chief of Staff

Deputy Chief of Staff

Associate Vice Provost

Assistant Vice President

Dean

Associate Dean

Assistant Dean

Dean of Students

Specialist I-IV

University Staff Professionals I-VI

University Educational Assistants I-III

Coaches

University Technicians I-II

Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Associate Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Assistant Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Part-time professional employees on the regular payroll who are employed less than 1/2 time.

Any other employee who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

12 Notwithstanding the exclusions listed above, the Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270, to exclude additional positions which are or which may become managerial during the life of this contract.

Article 2.

ROLE OF PROFESSIONAL STAFF

2.1 The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Professional staff include, among others, academic advisors, accountants, computer programmers, financial aid staff, health care professionals, librarians, public service unit personnel, student affairs personnel, research administrators, and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

- a. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;
- b. involving the consistent exercise of discretion and judgment in its performance;
- c. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period; and
- d. requiring at least a four-year college degree or equivalent advanced professional training customarily acquired through formal instruction and study.

This article is not grievable under the contractual or non-contractual grievance procedure.

Article 3.

BOARD PREROGATIVES

3.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct the operations of the University of Connecticut, its schools and branches, in all aspects. The Board shall make rules for the governance of the University including, but not limited to, those concerning the admission of students; the setting of fees for tuition and refund of tuition; the establishment of schools, colleges, divisions and departments; and the expenditure of the University's funds within the amounts available.

3.2 The ability to determine, to make rules for, or to approve such things as the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; educational policy, programs, and courses; staffing requirements, the academic calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff, standards of performance, discipline, order and efficiency, as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for lack of work or other legitimate reasons; to determine whether the whole or any part of the operation shall continue; to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies appropriated by the State of Connecticut for the maintenance of the University shall be under the sole jurisdiction of the Board of Trustees.

3.3 These rights, responsibilities and prerogatives are not subject to delegation in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the contractual grievance provision of this contract.

Article 4.

PROFESSIONAL FREEDOM

4.1 The University shall endeavor to preserve and facilitate freedom of speech, written or oral, and other constitutionally protected civil liberties. The UCPEA and its members recognize their obligation to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Employees shall endeavor to seek internal remedies to University problems before turning to outside resources such as those provided by state or federal statutes. With issues related to their jobs, employees shall inform their supervisors and shall seek to exhaust administrative remedies within the University before issuing public statements.

4.2 Repeated failure to abide by this article may be considered grounds for disciplinary action.

Article 5.

**NONDISCRIMINATION, ANTI-HARASSMENT, AND DIVERSITY,
EQUITY & INCLUSION (DEI)**

5.1 The University is committed to fostering a diverse, equitable and inclusive workplace that recognizes and embraces the unique talents and contributions of our workforce. Diversity, equity, and inclusion, three of the University's core values, are embedded in all aspects of the employment process. The University and the Union shall not unlawfully discriminate against any employee on the basis of race, color, ethnicity, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, genetic information, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), veteran's status, prior conviction of a crime, workplace hazards to the reproductive system, gender identity or expression, or membership in any other protected classes as set forth in state or federal law.

Concerns about diversity and affirmative action may be raised in Labor/Management meetings with additions to attendance appropriate to the subject being addressed.

5.2

- a. Employees shall not be subjected to discrimination or discriminatory harassment as defined in the *Policy Against Discrimination, Harassment and Related Interpersonal Violence* ("*Policy Against Discrimination*"), which is revised and updated and may be renamed from time to time. The *Policy Against Discrimination* prohibits specific forms of behavior that violate state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), Title IX of the Education Amendments of 1972 ("Title IX"), the Violence Against Women Reauthorization Act of 2013 ("VAWA"), and related state and federal antidiscrimination laws.
- b. The University Office of Institutional Equity (OIE) has responsibility for diversity and equity compliance at the University. All complaints alleging prohibited conduct, including but not limited to discrimination, discriminatory harassment, sexual harassment and other forms of related interpersonal violence under the *Policy Against Discrimination*, are most appropriately addressed and investigated by OIE, and will be referred directly to that Office.
- c. As set forth in the *Policy Against Discrimination*, which may be revised from time to time, the University will offer reasonable and appropriate measures to individuals impacted by an allegation of Prohibited Conduct in order to facilitate their continued access to University employment or education programs and activities.
- d. As currently allowed under OIE process, which may be revised from time to time, Complainants, Respondents, and witnesses involved in an OIE investigation are permitted to have one support person (which may be a union representative) accompany them to any meeting with OIE related to a report or investigation under OIE's complaint procedures.

5.3 The University strictly prohibits discrimination, discriminatory harassment, sexual harassment and other forms of related interpersonal violence to include sexual assault, sexual exploitation, intimate partner violence, stalking and sexual or gender-based harassment.

5.4 Retaliation against any employee who, in good faith, reports prohibited conduct or participates in any proceeding under the *Policy Against Harassment* or this Agreement is prohibited.

Retaliation includes threatening, intimidating, discriminating, harassing, coercing, interfering with potential witnesses or a potential proceeding, or any other conduct that would discourage a reasonable person from engaging in activity protected under the *Policy Against Discrimination* or this Agreement. Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act of prohibited conduct under the *Policy Against Discrimination* by another person.

5.5 If the employee files a complaint with the CHRO or EEOC, and either the employee or the Union also files a grievance, the University shall have no obligation to proceed with the grievance.

If while the grievance proceeding is in progress, a member seeks to resolve the matter by filing a complaint with CHRO, the University shall have no obligation to proceed with the grievance procedure.

5.6 The University will make its best endeavor to develop an annual implicit bias and microaggression training available to all employees covered by the UCPEA collective bargaining agreement. Once developed, this annual training will be mandatory for all supervisors covered by the UCPEA collective bargaining agreement.

Article 6.

VACATION LEAVE

6.1 Each employee shall be entitled to annual vacation according to the following schedule:

- a. 12-month employees shall receive 1.75 vacation days credit for each month of employment, plus one additional day, for a total of 22 days maximum per year.
- b. Employees working fewer than 12 months (including 9 or 10-month employees who are paid on a 12-month basis) shall accrue vacation on a prorated basis. Employees employed on a part-time basis shall accrue vacation on a prorated basis.
- c. Recognizing that large vacation accumulations are to be used during departmental slow times, all employees may accumulate vacation credit of up to 60 vacation days, except as noted below:

Vacation days may not be accumulated beyond this amount except by specific permission of a University Vice President, Director or designee. It is understood that employees who have previously accumulated more than the 60 days may retain this accumulation provided that in no case may the employee's accumulation exceed the number of days they presently have. The original entitlement over 60 days diminishes upon use until it reaches 60 days. (It does not remain as a permanent entitlement of additional possibility of accrual.) Once below 60 days, it cannot be accumulated beyond 60 again.

An employee whose reasonable request for vacation time has been denied shall be permitted to accrue that time beyond the 60 days.

- d. A legal holiday, as enumerated in Article 8 below, which occurs during the employee's vacation shall not be charged against the employee as a vacation day.
- e. To the extent possible, consistent with a department's workload, the choice of vacation periods shall be up to the individual employees. In the event of unresolved conflicts over vacation schedules between two or more employees within the same department, preference shall be determined by seniority within the department provided that final decision shall be based on the needs of the department and shall be determined by the appropriate Dean, Director or Department Head. Employees may take up to 2 vacation days per calendar year without requesting them in advance from their Dean, Director or Department Head. Employees may not take said 2 vacation days in conjunction with the 2 personal leave days provided for in Article 9.1 in order to be excused from work for 4 consecutive days.
- f. If any employee's service is separated for any reason, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 60 days.
- g. If an employee becomes ill or is injured while on vacation, such time shall be charged against sick leave, provided that if requested, the employee provides the appropriate Dean, Director or Department Head with medical documentation of said illness or injury.

Article 7.

NOTICE OF INTENT TO LEAVE

7.1 Employees intending to leave the employ of the University must give one month's notice in advance. After giving notice, such employees must serve at least ten (10) workdays on the job prior to leaving. Employees serving less than ten (10) workdays on the job shall forfeit one day of paid vacation for each day less than ten (10) workdays on the job. This requirement may be waived by the appropriate Vice President, Director, or designee.

Article 8.

HOLIDAYS

8.1 Each employee shall be entitled to time off with pay for each legal holiday listed herein or any other legal holiday declared by the Governor or General Assembly.

LEGAL HOLIDAYS: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Indigenous People's Day,* Veterans Day, Thanksgiving Day, Christmas Day.

If such a holiday falls on a Saturday, it shall be observed on the preceding Friday. If such holiday falls on a Sunday, it shall be observed on the following Monday.

Any employee who is required to work on a legal holiday shall be granted a compensatory day for that holiday to be taken by the end of the succeeding calendar year at a time mutually agreed to by the parties. In order to earn a day for use as a religious or cultural holiday, an employee may request to work on a holiday on which their department is open.

8.2 Part-time employees shall be granted time off with pay on a pro-rated basis for holidays. Employees who work less than a full-time five-day workweek over 12 months will receive all 12 holidays on a pro-rated basis.

*Connecticut General Statutes § 1-4 currently designates the second Monday in October as a legal holiday known as Columbus Day. If C.G.S. § 1-4 is amended during the life of this agreement to reflect a different designation for this or any other legal holiday contained therein, this agreement will follow such statutory designation.

Article 9.

PERSONAL LEAVE

9.1 Each employee in the bargaining unit shall be entitled to 2 days per year for emergencies or personal business. Employees shall be expected to notify their supervisors of their anticipated absence as early as possible. Personal leave is not accrued.

9.2 Exempt employees in 9 and 10 month positions who work a full 35 hour workweek will receive 2 Personal Leave days per year without proration. Membership in this population will be based upon the employee's full time equivalent (FTE) and schedule as of July 1 of each year. Exempt employees in 9 and 10 month positions who work less than a full 35 hour workweek will receive prorated Personal Leave hours based upon their full-time equivalent percentage during their period of 9 or 10 month service. Membership in this population will be based upon the employee's FTE and schedule as of July 1 of each year. All other part-time employees will receive prorated Personal Leave hours based on their full-time equivalent percentage.

Article 10.

CIVIC OBLIGATIONS

10.1 Jury Duty or Court Appearances Under Subpoena

Each employee called as a juror or subpoenaed to appear in court for reasons resulting from their University employment, shall be granted leave for that purpose at no loss of pay or charge to other leave, provided that:

- a. The employee notifies the appropriate department head within four (4) days of receiving notification to serve as a juror or of receiving the subpoena.
- b. The employee either refuses pay, excluding mileage, for serving on a jury or turns the jury pay over to the University.

10.2 Civic Emergencies

Employees who are fire, ambulance, or other recognized emergency personnel, and who have so notified their supervisors in advance, may request time off for emergency duty. Approval of each request for emergency duty is solely at the discretion of the first level supervisor outside the bargaining unit.

Up to five (5) requests per year may be granted with pay. Additional approved requests shall be charged to vacation time. The denial of time off for civic emergencies is not grievable or arbitrable under this contract.

Article 11.

SICK LEAVE

11.1 The University recognizes its obligation to provide paid and unpaid sick leave for bona fide personal illness to members of the professional staff.

- a. Full-time employees shall receive paid sick leave for bona fide personal illness up to fifteen (15) workdays per contract year. Part-time employees, including those working less than 12 months, shall have it prorated. Sick leave may also be used for illness or death in the immediate family; however, from the 15 days, leave for these categories shall not exceed 5 days in a fiscal year, except for illness of one's child, grandchild, spouse and/or parent, which shall not exceed 10 days in a fiscal year. Immediate family shall mean parent (guardian, stepparent), parent-in-law, spouse, child (stepchild, child-in-law, stepchild-in-law), sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, niece, nephew, aunt, uncle, or any person living with the employee. Employees shall be allowed to use sick time for doctor appointments for themselves, the employee's mother, father, child, or any person living with the employee.
- b. Decisions as to the granting of paid sick leave for bona fide personal illness, or for illness in the immediate family when the use of sick days during a fiscal year exceeds 15 workdays, shall be made by the Department. When accompanied by a medical certificate, if requested, and having made adjustments for past use of sick leave, the Department shall

grant an employee who requires it no less sick leave than they would have been eligible for had the University had an accrual sick leave system, subject to fiscal year limits referenced above if the sick leave is to be used for illness or death in the immediate family.

- c. Decisions as to the granting of unpaid family leave shall be made by the University Administration coordinated by the Department of Human Resources.
- d. Before being granted, all requests for sick leave must be approved (by the first level supervisor outside the bargaining unit) as a bona fide illness, which prevents an employee from carrying out their responsibilities. A medical certificate may be required for any illness regardless of the number of days.
- e. Application for sick leave in connection with childbirth shall be considered on the same basis as leave requests for any other sick leave.

11.2 In cases where employees have been allowed to accumulate unused sick leave days, such days shall remain “banked.” Employees whose need for sick time for bona fide personal illness exceeds what they would have been entitled to under an accrual system shall, at their option, be entitled to use any banked time. At the time of retirement or termination, any unused “banked” days an employee has remaining shall be subject to the provisions of Section § 5-247 of the State Personnel Act. No employee shall be forced to use their banked sick time.

11.3 Sick Leave Bank

- a. The Sick Leave Bank, established effective November 1997, consists of time made available by the donation of accrued vacation or holiday time by members of the bargaining unit.
- b. Donation of time may occur in July and the last pay period in December and shall be either one-half or one-day increments. Access to the bank shall be under the guidelines developed by the UCPEA and the University, by way of signed agreement between the parties. The Sick Leave Bank Committee shall be composed of union members and at least one management member.
- c. The Sick Leave Bank shall be available as a source of sick time when all other options (contract year sick leave allotments, ‘as if’ accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time) are exhausted. The Sick Leave Bank is for very serious or catastrophic illness or injury. The University may also grant, solely at its discretion, additional paid sick time beyond any allotted from the Sick Leave Bank. Consideration of additional paid sick time in excess of any allotted from the Sick Leave Bank shall be coordinated by the Department of Human Resources. The Sick Leave Bank may also be available as a source of paid caretaker leave for an employee who must care for the catastrophic illness or injury of a dependent child or spouse, not to exceed leave entitlements provided under the Federal Family and Medical Leave Act. The Sick Leave Bank may only be accessed for paid caretaker leave after the exhaustion of the 10 sick days of leave available pursuant to 11.1 (a) and exhaustion of all (contract year sick leave allotments, ‘as if’ accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time).

11.4 Workers' Compensation

When an employee is out of work due to a work-related injury or illness, the procedures and provisions of the Workers' Compensation Statutes will be followed. Should an employee's absence be for less than the duration required for Workers' Compensation coverage to begin, the use of either existing or "as if accrued" sick time shall not disadvantage any future needs for sick time up to the amount utilized. If an employee chooses to supplement the Workers' Compensation pay with their own time balances up to 100% of salary, that time shall be deducted and will not be available for future utilization.

11.5 Fitness for Duty Examinations

The University is permitted to compel an examination by a physician or medical provider of the University's choice and at the University's expense in the following situations:

- a. where there are reasonable grounds, based upon observed behavior or lack of performance, suggesting that an employee is unfit to perform the essential functions of the job due to a medical condition (mental or physical);
- b. where the University requires verification that an employee is fit to return to work and perform the essential functions of the position following any medical leave;
- c. where the University requires verification that an employee on medical leave is, in fact, unable to work; and
- d. where there is observed impairment on the job suspected to be the result of drug or alcohol use, pursuant to a protocol mutually agreed upon between the UCPEA and the University by January 2, 2017.

Article 12.

CHILDBIRTH AND PARENTAL BENEFITS

121 The University shall grant an employee giving birth to a child six or eight weeks paid leave related to childbirth, as specified in the medical provider's medical disability documentation. Such leave shall be subtracted from their sick leave entitlement to the extent that it exists, including "as if accrued" and previously earned banked sick leave. Time characterized as childbirth leave shall commence on the date of birth and extend six or eight weeks thereafter. This leave will run concurrently with state and federal medical leave laws, as applicable.

122 The University shall grant an employee up to five workdays paid leave at the time of birth, adoption, taking custody, or foster placement of a child, or for the prenatal or postnatal care of a spouse or significant other. Such leave shall be subtracted from their sick leave entitlement if it exists and shall be deducted from that portion of the employee's sick leave available for illness of a child. Additional time off beyond the five workdays for bonding or prenatal or postnatal care of a spouse or significant other may be approved under federal and state family and medical leave laws, as applicable. Such leave, if approved, would run concurrently from the employee's first day out on caregiver or bonding leave.

123 Following the birth, adoption, or foster placement of a child, parents may be entitled to a bonding or caregiver leave on a reduced schedule leave as applicable under state and federal FMLA. Following the birth, adoption, or foster placement of a child, parents who do not qualify for state or federal FMLA shall be entitled to work half time for up to three (3) months or the date on which they become eligible for state or federal FMLA, whichever comes sooner.

Article 13.

EDUCATIONAL LEAVE

13.1 Each year of the contract a total of up to four (4) educational leaves may be granted to employees in the bargaining unit in order to engage in projects or develop products that are believed to be of value, or to advance the interests or reputation of the University. All such leaves are a privilege rather than a right. Employees desiring such leave must apply through the chain of command at least one year in advance of the projected leave.

Employees with seven (7) or more years of continuous service in the bargaining unit may be eligible for a one-year educational leave.

Employees on such leaves shall not engage in paid employment elsewhere.

No staff member shall be eligible for more than one such leave in a ten (10) year period. At least ten (10) years shall elapse between leaves. The recipient must agree to return to the University for at least one year of service following the leave.

Employees granted educational leave under Article 13.1 shall be allowed to choose to take a 1/2 year leave at full pay rather than a 1 year leave at 1/2 pay. There is no increase in the number of employees allowed to take such leave annually.

Employees granted educational leave under Article 13.1 shall continue to enjoy the full tuition waiver for the duration of their leave as defined under Article 35.

13.2 Educational Leave Application Procedure

- a. All applications for educational leave shall be made in writing at least one year prior to the date that the leave is to begin. The written application shall contain a description of the proposed activity to be undertaken, as well as an indication of the mutual benefit to the individual and to the University. This application shall be submitted through the appropriate Department Head, Dean or Director, to the Vice President or their designee who, in turn, will submit it to the Board of Trustees with a recommendation of the appropriate Department Head, Dean or Director, and Vice President or their designee. Only positive recommendations will go beyond the Vice Presidential level.
- b. Applicants shall receive written notice in a timely manner of the recommendation at each level in the supervisory chain of command.

Such written notice shall contain a full explanation of the reasons for any unfavorable recommendation. Ordinarily, the applicant will receive written notice of the Board's final action at least six months prior to the requested commencement of the leave.

- c. The Union shall be given written notice of the final approval or disapproval of any application for educational leave.
- d. The educational leave application procedure shall not be grievable.

Article 14.

MAINTENANCE OF STATUS WHILE ON PAID LEAVE

14.1 Each employee who is on any paid leave shall automatically receive any pay increases, benefits, accrual of time toward retirement, and standard accrual of vacation time, or seniority that have accrued to their position during the period of such leave.

Article 15.

LEAVES WITHOUT PAY

15.1 Union Leave without Pay

Up to three (3) employees per year, (with an FTE not to exceed one (1)) who are elected or appointed to positions with the Union will, upon prompt application and with the approval of the appropriate Provost, Vice Provost, Vice President or designee, be granted a one-year leave of absence without pay for the purpose of accepting this position. Persons granted full-time leave shall have all insurance and other benefits if they or the Union wish to pay for such benefits. During such leave they shall accrue seniority as though still employed, however, no vacation days will accrue. Persons on partial leave for one year shall retain benefits on a pro-rated basis. Upon return, they shall be placed in the assignment that they left, providing the position has not been eliminated, or placed otherwise in a comparable position for which they are qualified.

15.2 Emergency Leave Without Pay

Short leaves to cover emergency situations may be granted by the appropriate department head if arrangements can be made to assign the work to others. The period of such leave should not exceed ten (10) workdays without prior approval of the Provost, Vice President or their designee. This is intended for reasons other than those covered by the Family and Medical Leave Act.

15.3 Professional Educational Leave Without Pay

Leave of absence without pay may be granted by the Provost or Vice President for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leave should apply through their department head to the appropriate Vice Provosts or Vice Presidents.

15.4 Maintenance of Status While on Unpaid Leave

Any employee on unpaid leave shall have their position retained and upon their return to work shall benefit by any increase in salary and/or fringe benefits that accrued to their position during the period of such leave. Vacation, holiday leaves, and seniority do not accrue during unpaid leave.

15.5 Voluntary Leave Program

The Voluntary Leave Program, as constituted on July 1, 1994, shall be extended for the life of the contract. This may be amended based upon discussions/negotiations between the DAS and the SEBAC.

Article 16.

WORK SCHEDULES

16.1 With the approval of the appropriate Vice President or designee, departments may establish a flexible schedule program that, while not adversely affecting departmental services, can afford greater flexibility to employees. Flexible schedules are considered non-permanent. Before taking effect, in addition to the written authorization of the manager outside the bargaining unit, all such schedules must be approved by the Department of Human Resources.

Except by mutual agreement otherwise, denials shall be given to employees in writing within twenty (20) workdays of the written request. Any denial of a request for a flexible schedule shall be accompanied by a reason for the denial. Denials shall not be arbitrary, capricious, or without good business reason. Prior to filing a grievance an employee may ask that a representative of the administration and a representative of UCPEA attempt to resolve the dispute.

16.2 The University's regular administrative hours are defined as between 8:00 a.m. - 5:00 p.m. UCPEA employees' work schedules normally approximate 35 hours per week (historically 8:30 a.m. to 4:30 p.m.). A flexible schedule is defined as some of the hours falling outside of the University's regular administrative hours.

When the University identifies a need to adopt a temporary flexible schedule, management will first seek volunteers from within the work group. Failing to attract sufficient volunteers, the work group will be empowered to develop schedules to meet the unit's needs. If the work group is unable to address this need, then, consistent with the needs and functionality of the work group, individual employees may now be required to work a temporary flexible schedule of up to one fiscal year, with 20 working days notice. Such requirement will not be made arbitrarily or capriciously. Individuals may be exempted from flexible schedules for reasons including, but not limited to, child/parental care, health or unavoidable personal issues. The parties recognize that the University may require immediate, temporary schedule changes in the event of a declared local, state, or federal natural disaster or health emergency. Such schedule changes shall be limited to the duration of the declared natural disaster or health emergency.

16.3 Changes in Work Schedules Within the University's Regular Administrative Hours

In circumstances where the University identifies a need to change work schedules, within the University's regular administrative hours (between 8:00 a.m. – 5:00 p.m.), management will first seek volunteers from within the work group. Consistent with the needs and functionality of the work group, individual employees can be required to work a different work schedule, within the University's regular administrative hours, with 10 working days notice. Individuals may be exempted from schedule changes for reasons including, but not limited to, child/parental care, health or unavoidable personal issues.

16.4 Off Site Work

The following statement represents current practice and is not an expansion of work conditions. Given the definition of professional work contained in Article 2.1 of this agreement, the University agrees it is not unreasonable to consider differing methodologies for accomplishing professional work. This may include, in some limited cases, agreements to have work produced off site utilizing appropriate technology. Each situation must be evaluated individually, and approved in accordance with established procedure.

16.5 Telecommuting

Telecommuting is a work arrangement in which some or all of the work is performed at a work site that is off University property, such as the home. It is one of the flexible work arrangements that departments may establish for staff to enable them to achieve a more successful work-life balance. Telecommuting arrangements must be in accordance with University telecommuting procedures and be in the best interest of the University. Managers will be encouraged to give serious consideration to all reasonable requests for telecommuting arrangements with the final authority to approve a telecommuting arrangement resting solely with the President, Provost, Vice President or designee. The President, Provost and Vice President decision is final and binding and is not subject to the grievance process.

Article 17.

STUDENT HEALTH AND WELLNESS

17.1 Overtime, Generally

When Student Health and Wellness (SHaW) employees who are licensed as nurses, nurse practitioners, lab technicians or X-ray technicians, are required to work a half shift or more beyond the equivalent of a full-time workweek, they shall be paid at time-and-one-half of their base rate of pay for the additional time worked if they are covered by FLSA. FLSA exempt employees shall receive either time and time-and-one-half pay or time-and-one-half compensatory time. When part-time employees work a half shift or more beyond their regular schedule, they will receive either straight time pay or compensatory time up to the equivalent of a full-time workweek, and time and time-and-one-half worked thereafter.

For FLSA exempt employees, the decision about either pay or compensatory time shall be mutually agreed by the SHaW management and the employee. If there is no agreement the individual shall be paid rather than accrue compensatory time.

At no time shall an FLSA exempt employee receive the time-and-one-half pay or compensatory time provided for in this Section while also receiving the stipends or differentials provided in the other Sections of this Article.

17.2 Shift Differentials

a. Evening Shift

1. The University will pay SHaW employees who are regular employees of the University, who are regularly assigned to work the day shift, who are scheduled to work four (4) or more hours of the evening shift (i.e. until 8 pm or later) (the “evening shift”), a differential of fifteen percent (15%) of their hourly rate as derived from their base annual salary for each hour worked after 4 pm.
2. Except for by mutual agreement, this differential will not apply to employees who, for their own convenience, have requested and been granted permission to work hours other than their scheduled shift, or as a result of a flexible schedule agreement.
3. The evening shift differential shall not be added or combined with any other differential, and in no case will an employee receive more than 15% per hour as a premium for working on an evening shift. The evening shift differential will only be paid for hours actually worked and not while such an employee is on leave of any nature.

b. Night Shift

1. When a SHaW employee who is a regular employee of the University and who is licensed as a nurse, nurse practitioner, lab technician or X- ray technician (collectively, “licensed professionals”) is scheduled to work the full weekday night shift, (which shift typically includes those hours between 11:00 pm and 8:00 am, between Monday at 11:00 pm through Saturday at 8 am) (the “night shift”), they shall be paid a differential of 20% of their hourly rate as derived from their base annual salary for each hour worked. This will not apply to employees who happen to work hours that overlap a portion of the night shift, but do not work the full shift.
2. The night shift differential shall not be added or combined with any other differential, and in no case will a licensed professional receive more than 20% per hour as a premium for working on a night shift. The night shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.
3. Under no circumstances will the night shift differential be paid to Advice Nurses, Sexual Assault Response Nurses or Mental Health Services Professionals (MHSPs) unless they actually worked at SHaW during the weekday night shift.

c. Weekends

1. When a licensed professional work between 8:00 am Saturday and 8:00 am Monday (the “weekend”), they shall be paid a differential of 15% of their hourly rate as derived from their base annual salary for each hour worked.

2. Weekend shift differentials shall not be added or combined, and in no case will a licensed professional receive more than 15% per hour as a premium for working on a weekend. The weekend shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.
3. Under no circumstances will the weekend shift differential be paid to Advice Nurses, Sexual Assault Response Nurses or MHSPs unless they actually worked at SHaW during the weekend shift.

17.3 Advice Nurses – Weekends

- a. Advice Nurse services will be provided off-site on weekends, only during the academic semesters. The shift between 4:00 pm and 8:00 am beginning on Saturday constitutes a single shift and the shift between 4:00 pm and 8:00 am beginning on Sunday constitutes a single shift. There will be two such shifts per weekend.
- b. The coverage pools will consist of qualified SHaW Nurses who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year.
- c. The stipend for Advice Nurses for a 4:00 pm to 8:00 am shift will be \$264.50.
- d. Advice Nurses may be scheduled for one or the other available shifts, or for both shifts. The scheduled nurse will be responsible for coverage of their scheduled shift. If the scheduled nurse is unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the scheduled nurse is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- e. The protocol for the Advice Nurse receiving phone calls and the contents of the Medical Resource Bag that the Advice Nurse carries will be established in accordance with accepted medical practice.
- f. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.
- g. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Advice Nurse services), such assignments may be cancelled.
- h. It is within the University's discretion to conclude that there is no longer a need for the Advice Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- i. Nurses filling these positions will be exempt from the provisions of Article 18, Compensatory Time.

17.4 Sexual Assault Response Nurses and Mental Health Services – Weekend On Call

- a. Assignment of Registered Nurses (RNs) and Advance Practice Registered Nurses (APRNs) (collectively referred to in this Section as “Sexual Assault Response Nurses”) to respond to sexual assault situations will be provided on weekends, only during the academic semesters. The shift between 8:00 am on Saturday and 8:00 am on Sunday constitutes a single shift and the shift between 8:00 am on Sunday and 8:00 am on Monday constitutes a second single shift. There will be two such shifts per weekend.
- b. The coverage pool will consist of qualified SHaW RNs and APRNs who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year. SHaW management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in under an hour.
- c. Stipends:
 1. The stipend for being on call is \$18.75 per hour. This is the “on call” rate.
 2. The stipend for Sexual Assault Response Nurses for being on call, but not being called into work for an 8:00 am to 8:00 am shift (24 hours) will be \$450.
 3. A Sexual Assault Response Nurse called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two hours, at their regular rate of pay.
 4. For Sexual Assault Response Nurses, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at the employee’s regular rate of pay, plus the remainder of the shift’s hours paid at the “on call” rate. For example, if a Sexual Assault Response Nurse being paid \$80 per hour is called in for 4 hours, the pay for that shift would be 4 hours times \$80 (\$320), plus 20 hours times \$18.75 (\$375), for a total of \$695.
- d. Sexual Assault Response Nurses may be scheduled for one or the other available shifts, or for both shifts. The scheduled Sexual Assault Response Nurse will be responsible for coverage of the scheduled shift. If the Sexual Assault Response Nurse unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the Sexual Assault Response Nurse is unable to arrange coverage, they will notify the administrator on call who will arrange coverage if possible or may authorize the cancellation of coverage for that shift.
- e. The protocol for contacting the Sexual Assault Response Nurses with instruction to report to SHaW will be established and published at the beginning of the program.
- f. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Sexual Assault Response Nurse services) such assignments may be cancelled.

- g. It is within the University's discretion to conclude that there is no longer a need for the Sexual Assault Response Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- h. Sexual Assault Response Nurses filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.

17.5 Mental Health Services – Weekend On Call

- a. After-hours Mental Health Services within SHaW will be provided on weekends, only during the academic semesters. The shift between 8:00 am on Saturday and 8:00 am on Sunday constitutes a single shift, the shift between 8:00 am on Sunday and 8:00 am on Monday constitutes a second single shift. There will be two such shifts per weekend.
- b. The coverage pool will consist of qualified UCPEA bargaining unit MHSPs who have successfully completed on-call training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year. SHaW management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in under an hour.
- c. Stipends:
 - 1. The stipend for being on call is \$18.75 per hour. This is the "on call" rate.
 - 2. The stipend for a MHSP being on call but not being called into work for an 8:00 am to 8:00 am shift (24 hours) will be \$450.
 - 3. A MHSP called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two hours, at their regular rate of pay.
 - 4. For MHSPs, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at the employee's regular rate of pay, plus the remainder of the shift's hours paid at the "on call" rate. For example, if a MHSP being paid \$80 per hour is called in for 4 hours, the pay for that shift would be 4 hours times \$80 (\$320), plus 20 hours times \$18.75 (\$375), for a total of \$695.
 - 5. The totality of weekend on call stipends for MHSPs is covered by this section. MHSPs may be called in to provide mental health services in response to sexual assault situations, but do not earn an additional stipend under Article 17.4(c).
- d. A MHSP filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.
- e. The MHSP may be scheduled for one or the other available shifts, or for both shifts. The scheduled MHSP will be responsible for coverage of their scheduled shift. If the MHSP is unable to cover the shift due to emergency reasons, it is their responsibility to arrange

coverage. If the MHSP is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.

- f. The protocol for receiving phone calls will be established in accordance with accepted medical practice.
- g. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.
- h. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for MHSP services) such assignments may be cancelled.
- i. It is within the University's discretion to conclude that there is no longer a need for the MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

17.6 9-Month, 10-Month and 11-Month Licensed Professionals

- a. Except by agreement otherwise, all licensed professionals employed by SHaW for 9, 10 or 11 months per year will begin the work year one week prior to the first day of classes at the start of the fall semester, at the discretion of the Department as necessary within the operational needs of SHaW.
- b. These 9-month, 10-month or 11-month licensed professionals shall accrue vacation time as if the employee worked one continuous month for the portion of time worked in August and the portion of the time worked in their last month of their 9-month, 10-month, or 11-month appointment.

17.7 Student Health and Wellness Physician and Director of Sports Medicine

- a. The positions "Student Health and Wellness Physician" and "Director of Sports Medicine" will be exempt from the salary limitations stated in Section 32.4 Salary Schedules.
- b. These positions will be exempt from all general provisions of Article 18, Compensatory Time, but will be eligible for "On-Call" pay pursuant to that Article.
- c. All other provisions of this collective bargaining agreement shall remain in effect for these positions.

Article 18.

COMPENSATORY TIME

18.1 Non-Exempt Employees

Compensatory time for non-exempt employees shall be in accordance with the Fair Labor Standards Act (“FLSA”).

- a. Non-exempt members of the bargaining unit shall be paid their “regular rate of pay” for each hour worked up to 40 hours in a workweek consistent with the FLSA and State Department of Labor wage and hour laws and regulations. The implementation of this section shall be consistent with Article 16 (Work Schedules) of the collective bargaining agreement.
- b. Non-exempt UCPEA employees’ “regular rate of pay” shall be determined by dividing their bi-weekly pay rate by up to seventy hours.
- c. Non-exempt UCPEA employees will continue to receive compensatory time off for hours worked in excess of forty in a workweek in accordance with the FLSA and the collective bargaining agreement between the UCPEA and UCONN.
- d. Non-exempt UCPEA employees will be required to complete a time card every pay period. Time worked will be reported on a daily basis in quarter hour increments. Use of paid leave time will be charged in quarter hour increments with a one hour minimum.
- e. Compensatory time shall be afforded at the rate of one- and one-half hours for each hour for which overtime compensation is required by FLSA.
- f. When an employee’s compensatory time earned under Article 18 (i.e. the compensatory time) reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
- g. The University may elect to reimburse an employee for any unused compensatory time at any time, at its option.
- h. To the extent possible, consistent with a department’s workload, the choice of when to use accrued compensatory time shall be up to the employee.
- i. Upon termination of employment, for any reason, an employee shall be paid out for any unused compensatory time.

18.2 Exempt Employees

An exempt employee, not including those listed in Article 18.5, may be required to work hours beyond their regularly-scheduled workweek. In that situation, the following procedures shall be followed:

- a. The first supervisor outside the bargaining unit will confirm in writing to the employee the requirement to work hours specifying the reason for the requirement, and identifying the anticipated reduction in schedule to account for the hours worked beyond the employee’s regularly-scheduled workweek. The employee must flex the first five (5) hours worked through a reduction in the employee’s schedule within the same pay period.
- b. However, if business or operational needs do not allow a reduction in schedule within the same pay period, or if the hours worked exceeds five (5) hours in a pay period, the first supervisor outside the bargaining unit may instead authorize the employee, in writing, to

accrue compensatory time for the amount of hours they were unable to flex. All compensatory time must be recorded on the employee's leave record as it is earned. All compensatory time must be utilized within two years of being earned at times mutually agreeable to the employee and the supervisor.

18.3 Employees will make every effort to request the utilization of accrued compensatory time and supervisors are encouraged to approve these requests whenever business needs permit. If an individual employee's accumulation exceeds a balance of 140 hours, management may request to pay for the time over 100 hours up to a maximum of 40 hours at a time. Management requesting such a payout for an employee must provide a written justification and budget approval to the Executive Director of Employee Relations, who has the final authority to approve or deny the payout request. The manager's justification must explain the extenuating circumstances that made it impossible or impractical for the employee to use accrued compensatory time. Management may request a payout for individual employees no more than once per calendar quarter.

18.4 On Call

An employee is considered to be "on call" when management requires that an individual be continuously available for responding to a work-related call for assistance during hours outside of their normal work schedule. The restraints placed upon the employee's personal freedom shall determine the level of compensation to be afforded for the hours on call as follows:

- a. An employee who is required to be available for call and in order to respond their travel is restricted, shall receive compensatory time equal to twenty-five percent of the time they are required to be on call.
- b. An employee who is required to be available for call, but has no restrictions to their travel in order to respond, shall receive compensatory time equal to ten percent of the time they are required to be on call.
- c. Actual time spent working in response to a call shall be compensated hour for hour with compensatory time.

18.5 Compensatory Time for Positions in Athletics and Residential Life

Due to standard irregular work hours within certain University operations and occupations, a fixed annual amount of compensatory time will be awarded in lieu of the process provided in Section 18.2 as follows:

- a. Hall Directors and Community Directors Live-In Staff employed in the Department of Residential Life shall receive seven days of compensatory time in the Fall Semester, seven days of compensatory time in the Spring Semester, and three days of compensatory time in the Summer Semester.
- b. Professional staff in positions within the Division of Athletics that have compensatory time balances in excess of 400 hours as of June 30, 2016, and any similar positions created and filled within the Division of Athletics, shall receive five compensatory days on July 1 of each fiscal year and five compensatory days on January 2 of each fiscal year. All compensatory time accrued under this provision by employees in Athletics must be utilized within one year of being earned at times mutually agreeable to the employee and the supervisor.
- c. Employees will be notified in writing upon hire or reclassification of eligibility for

compensatory time under this provision.

- d. No other compensatory time or extra compensation for the irregular hours of work routinely expected of these positions shall be awarded.

18.6 Compensatory Time for Essential/Emergency Support Services Staff During University Closure

UCPEA members who are designated Essential/Emergency Support Services Staff and must report to work during a University closure shall be compensated hour for hour with compensatory time, except when the closure occurs on a holiday enumerated in Article 8.1 of the collective bargaining agreement, in which case only holiday compensatory time in accordance with Article 8.1 may be earned.

Article 19.

EMPLOYEE FILES

19.1 For the purpose of evaluating an employee, employee files may be maintained at all administrative levels and may contain notes, records and other documentation of employee performance. The employee's official, complete employee file will be housed in the Department of Human Resources.

Each employee shall have the right and may request to review the content of their employee file at any reasonable time mutually agreeable to the employee and the Department of Human Resources.

19.2 Others who shall have access to the employee files are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of employee files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries as designated by the supervisor).
- b. Other administrative personnel with legitimate reason may have access through the administrator responsible for the employee file.
- c. The UCPEA may review material in the employee's file at any time. An official representative of UCPEA, with the written authorization from the employee, may review specific material contained in the files relating to a grievance or a pending grievance.

19.3 No negative judgments that have not been discussed with the employee nor any materials that are not contained in the complete employee file may be used in any promotion or disciplinary action.

19.4 No anonymous material of any kind shall be placed in any employee file.

19.5 The employee shall be notified of the placement of any negative evaluative material in their employee file within ten (10) workdays, and shall have the right to write a rebuttal to any such

material for inclusion in the file.

19.6 Employees recognize their responsibility to review the contents of their employee files.

19.7 The employee shall have the right to obtain a copy of any material placed in their employee file (excluding pre-employment records), for which a nominal charge may be levied.

19.8 Nothing in this article shall preclude the existence or maintenance of other employee files of a personnel nature.

Article 20.

PROBATIONARY EMPLOYEES

20.1 A probationary employee is an employee who has not completed a working test or trial period in their position. Such a period shall not exceed one year.

- a. All employees who have not completed a working test or trial period in the bargaining unit or who have been rehired after a break in service from a position represented by the UCPEA shall serve a one year probationary period.
- b. In addition, any current employee voluntarily reassigned or hired as a result of a search may serve a four-month probationary period, at the sole discretion of the first manager outside of the bargaining unit. Employees who fail their four-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously held permanent status, for the full duration established in Article 27. Employees voluntarily reassigned or hired as a result of a search shall be eligible for salary increases as established in Article 32 during this probationary period.
- c. Any recalled employee shall serve a four-month probationary period. Employees who are not continued during their four-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously had permanent status. In the first instance this occurs, the employee shall be entitled to the full duration of the recall period established in Article 27. In any instance thereafter, the employee shall only be entitled to the balance, as of the date of return to the recall list after the first placement, of the recall period established in Article 27. Recalled employees shall be eligible for salary increases as established in Article 32 during this probationary period. A manager shall only be required to accept a recalled employee once for a given position. If such employee is not continued during their probationary period, that manager may then initiate a search for that position.
- d. Employees who are converted from end-date to permanent in the same position after a year of service, reclassified in their own position and/or involuntarily reassigned shall not be required to serve a probationary period.

Except as provided in Section 20.1 (d), service in a durational position, end-date position, student job or special payroll position does not satisfy any probationary period.

20.2 A newly hired employee shall be provided with a copy of their job template. Newly hired employees will be provided with electronic access to a description and explanation of the Career Paths system.

20.3 Approximately halfway through and at the end of their probationary period, each employee shall be given a written evaluation of their performance that is not grievable under either 23.1 (a) or 23.1 (b).

20.4 In the event that a probationary employee is dismissed before the end of their probationary period, they shall be notified in writing and receive two weeks' notice or pay in lieu thereof.

20.5 Residence Hall Directors who are dismissed before the end of their probationary period will be provided not less than two (2) weeks from the date of the dismissal notice to vacate their University apartment, unless the University has a safety or security concern about the employee remaining in University housing. At the UCPEA's request, the University will agree to meet and discuss exceptional circumstances in which the Residence Hall Director may request additional time to vacate their University apartment. The University's decision whether to grant an extension request is not grievable or arbitrable.

20.6 In no case shall either the dismissal of an employee during their probationary period, or the non-continuation of an employee upon the completion of their probationary period, be grievable under any article of this agreement including 23.1 (b), or grievable and arbitrable under 23.1 (a). A probationary employee who is dismissed, or who is not continued, may appeal within ten (10) days to the office of the appropriate Provost, Vice Provost, Vice President, or designee. Within seven (7) calendar days of the hearing the Provost, Vice Provost, Vice President or designee shall respond in writing. The decision of the Provost, Vice Provost, Vice President or designee is final and not appealable to arbitration.

Article 21.

EVALUATION

21.1 For the purpose of promoting, maintaining and enhancing excellence in job performance, each department shall provide for evaluations of each UCPEA employee at least once a year. Such evaluations shall permit the continuing assessment of the quality of the individual's performance relative to the required duties described in their official job template and internal departmental job specification (if applicable).

21.2 Evaluation Procedures

- a. The evaluation period shall be May 1st to April 30th of each year.
- b. Management may require employees, or employees may volunteer, to provide an annual report of activity and achievement to be used as a source of information for evaluations. If management makes such a requirement, they must do so in advance of the period for which they want the reporting. Employees shall be given a minimum of two weeks' notice for providing the requested reports. Final reports for an evaluation year must be submitted by April 15th for consideration in the evaluation process.
- c. For the purpose of documenting and appraising the employee's performance during the period, as well as for providing suggestions for improvement, each supervisor of UCPEA staff, including supervisors in UCPEA positions, shall prepare a written evaluation with criteria appropriate to that department or work unit. While an evaluation may be done at any time during the evaluation year, one must be prepared and presented to each employee between April 15th and May 1st of each year.
- d. A cover sheet indicating appropriate demographic information and overall rating of performance that reflects the details of the evaluation shall accompany each evaluation. Ratings should be categorized as follows:
 - Outstanding
 - Very Good
 - Good
 - In Need of Improvement
 - Unsatisfactory
- e. The written evaluation and cover sheet shall normally be discussed with the employee within seven (7) calendar days of the time they are prepared. The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.

- f. An employee shall have the right to append to their evaluation a written statement presenting their concerns as they relate to the evaluation. This will be attached to the evaluation, become a permanent part of the record, and will be the final documentation associated with the performance evaluation.
- g. In addition to the employee's signature, others shall include the immediate supervisor and the first supervisor outside the bargaining unit, provided they are not the same person. The employee shall be given a copy of the final signed document, and a copy shall be sent to HR by May 15th.

21.3 Either party may request to review the evaluation form between January 1-31, 2023, and subsequently every other year during the month of January. The review process will not extend beyond the month of January. All changes shall be approached as a joint labor-management effort. Any changes the parties agree to make to the evaluation form will go into effect at the start of the following rating period (e.g., changes made in January 2023 would go into effect on May 1, 2023). No changes will go into effect without agreement from both parties. The evaluation form and any changes made thereto shall not be grievable or arbitrable.

21.4 Upon the written request of an employee, a job template will be provided by the Administration.

21.5 An employee may grieve only those evaluations that result in an overall unsatisfactory rating. If the overall unsatisfactory rating results in disciplinary action and the employee was notified of the discipline at the time of the rating, an employee may grieve under Article 22 (Dismissal or Other Disciplinary Action); however, they may not also file a separate grievance on the rating under this Article. During the Article 22 grievance, the unsatisfactory rating shall be incorporated into the grievance.

Article 22.

DISMISSAL OR OTHER DISCIPLINARY ACTION

22.1 The provisions of this article apply to all non-probationary members of the bargaining unit.

The parties are in agreement that discipline shall be for just cause and that, except in cases of serious misconduct, the dismissal of any employee shall occur as the final step in a progressive disciplinary system and only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct should be dealt with through an immediate administrative leave with pay, followed by a hearing at Step 22.3 (b) below.

Grounds for dismissal or other disciplinary action:

- a. Documented incompetence or failure to meet satisfactory standards of job performance based on written evaluations of their performance.

- b. Failure to meet educational requirements or to fulfill professional commitments, including certification and licensing, made in a written agreement at the time of employment.
- c. Misconduct or insubordination to reasonable directives to the employee, given as direct orders which are not illegal, or clearly dangerous, by their Dean, Director, Department Head or designee. If the employee feels that an order is not a part of their responsibilities, they may request and shall be given a written verification of that order. They shall carry out the order and aggrieve through the grievance procedure.
- d. Sexual harassment as defined in the CT State Statutes (§ 46a-60(8)).
- e. Drug and alcohol abuse in the workplace as defined in University policies.

22.2 Disciplinary action may include: (a) verbal or written warning or reprimand, (b) withholding of a satisfactory performance increase, (c) suspension without pay, (d) demotion, and (e) dismissal. In a case of a violation of 22.1 (c), (d), or (e) above, an employee may be placed on paid administrative leave of absence while the investigation is completed, if it is adjudged to be in the best interests of the University by the appropriate cabinet officer.

22.3 Procedures to be followed when disciplinary action such as the withholding of a salary increase, suspension without pay, demotion, or dismissal is contemplated:

- a. The employee shall be notified in writing, with a copy to the UCPEA office, of the investigatory or fact-finding interview. The employee shall be advised of their right to union representation. If representation is waived it shall be done in writing.
- b. When the investigation is complete and before a decision about discipline is made, the employee shall be afforded an opportunity to meet with the appropriate cabinet officer or their designee to hear the specific charges, the evidence against them, and to present their side of the situation. The employee shall be afforded fifteen (15) calendar days written notice of this meeting. Said notice shall include the date, time and location of the meeting, and the specific charges that form the reasons that disciplinary action is under consideration. Union representation is an entitlement at this meeting; if waived, the employee must do so in writing. At such a hearing the employee may call witnesses who they feel may have information related to the issue under investigation. A written decision shall be rendered within 15 calendar days from the date of the hearing and shall include a specific notice of discipline to be imposed and the effective date(s) of discipline. An employee who, without legitimate reason, fails to report to this hearing, shall be terminated immediately.
- c. The decision of the appropriate cabinet officer or their designee shall be final except for the appeal provisions noted in 22.3 (e).
- d. No member of the professional staff shall be suspended without pay until after the hearing specified in 22.3 (b). Placement on paid administrative leave described in 22.2 is understood to be part of the disciplinary process, but is not considered discipline.

- e. Suspension without pay, denial of a satisfactory performance increase, demotion or termination may be appealed to arbitration on the merits. For these penalties the arbitrator shall not substitute their judgment for that of the administrator except if it has been arbitrary, capricious or unreasonable.

Article 23.

GRIEVANCE PROCEDURE

The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between administrators and employees, so that the formal grievance procedures will not normally be necessary.

23.1 Definitions

- a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or provision(s) of this agreement or of those conditions of employment, which are specified in the contract.
- b. A non-contractual grievance shall be a dispute concerning the practices and policies of The University of Connecticut.
- c. A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required by either party to this agreement to testify at all levels of the grievance procedure.
- d. Immediate Supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter. If, in a contractual grievance the immediate supervisor is also the appropriate Step Two level administrator, the grievant may elect to file at Step Two and waive a Step One hearing.

23.2 Time Limits

A grievant shall be granted thirty-five (35) calendar days from the event giving rise to the grievance to submit the grievance in writing to the immediate supervisor. If the event occurs while the grievant is on authorized leave from the University and/or could not reasonably be expected to be knowledgeable of the event giving rise to the grievance, the grievant will have up to fourteen (14) calendar days after their return to work in which to submit the grievance in writing to the immediate supervisor. Similarly, the supervisor on authorized leave shall have fourteen (14) calendar days after their return to work to respond to the grievance in writing. In no case shall The University of Connecticut administration be obliged to process a grievance, which is submitted forty-five (45) days after the event giving rise to the grievance.

23.3 Procedure for Non-Contractual Grievances

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant, and a representative of the Union (if the grievant so desires) shall within the limits in 23.2 submit said grievance in writing to the immediate supervisor with a copy of the grievance to Labor Relations. The immediate supervisor will meet with the grievant and an UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give their decision in writing within seven (7) calendar days of such meeting.

b. Step Two: Non-Contractual Grievance Panel

If the grievance is not resolved to the satisfaction of the grievant, or the UCPEA on behalf of a group of employees, within fourteen (14) calendar days of the receipt of the decision at Step 1, the grievant or the UCPEA, on behalf of the grievant(s), may notify the University Labor Relations Designee that they wish to appeal to the Non-contractual Grievance Panel.

A Non-contractual Grievance Panel shall be chosen for each grievance in the following manner:

1. Within 21 days of the progression to Step Two the UCPEA shall select three (3) persons from within the UCPEA bargaining unit, but not from the department in which the grievance has been filed. Within 10 days, the University shall choose one of those persons for the Grievance Panel.
2. Within 21 days of the progression to the Step Two the University shall select three (3) persons from among the management of the University, but not from the department in which the grievance has been filed. Within 10 days, the Union shall select one of those persons as a member of the Grievance Panel.
3. Once the panel has been chosen, the panel's charge shall be given jointly by a representative of the University and a representative designated by the Union.

The two (2) members chosen above shall constitute the Non-contractual Grievance Panel and shall hold a hearing and render their decision, in writing, within forty-five (45) days of receiving their charge. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the decision is not unanimous, the grievance may go to Step III.

Any changes to the time frame in the Step Two procedure shall be mutually agreed to by the Union and the University. Reasonable requests for extensions shall not be denied.

c. Three: Vice Presidential Step

If the decision of the Non-Contractual Grievance Panel is not unanimous, within fourteen (14) calendar days, the grievant, or the UCPEA on behalf of the grievant(s), may submit the grievance to the appropriate Vice President. The Vice President, Director or their designee may review the work of the Non-Contractual Grievance Panel. Within twenty-eight (28) calendar days after submission, the Vice President, Director or designee shall hold a hearing with the grievant and an UCPEA representative and respond in writing. The decision of the Vice President, Director or designee is final.

23.4 Procedure for Contractual Grievances

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant and a representative of the Union (if the grievant so desires) shall within the time limits of 23.2 submit said grievance in writing to the immediate supervisor with a copy to Labor Relations. The immediate supervisor will meet with the grievant and the UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give their decision in writing within seven (7) days of such meeting.

b. Step Two: Vice Presidential Level

If the grievance has not been resolved to the satisfaction of the grievant, or the Union on behalf of the employees, it shall, within fourteen (14) calendar days of the receipt of the decision at Step One, be submitted to the Vice President. The Vice President, Director or designee shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the grievant and the Union representative. Within seven (7) calendar days of the hearing the Vice President, Director or designee shall respond in writing.

c. Step Three: Arbitration

If the grievance is not resolved to the satisfaction of the Union, within fourteen (14) calendar days of the receipt of the decision at Step Two the Union may submit - with notice to the Provost or appropriate Vice President and Labor Relations designee - the grievance to arbitration. Grievances regarding suspensions of more than ten (10) days, demotions, or terminations and contract interpretation shall be submitted for arbitration to the American Arbitration Association or the Connecticut Board of Mediation and Arbitration. Grievances concerning all other complaints, including suspensions of ten (10) days or less, written warnings or reprimands, and evaluations shall be submitted for arbitration to the Connecticut Board of Mediation and Arbitration. The arbitration rules of whichever forum the grievance is filed shall apply.

To qualify for arbitration, the grievance must meet the definition of a contractual grievance as defined in 23.1 (a) and must cite the specific article(s) of the contract involved.

23.5 Authority of the Arbitrator

- a. The arbitrator shall hear and decide only one grievance in each case.
- b. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall refrain from issuing statements of conclusions not essential to determining the issues submitted.
- c. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
- d. The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

23.6 General Provisions

- a. Any grievance not presented in writing within the time limits of 23.2 shall not thereafter be considered a grievance under this procedure.
- b. Failure at any step of this procedure to appeal a decision within the specified time limit shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.
- c. Failure at any step by the employer to respond to the grievant and the Union within the time limits specified at any step allows progression to the next step.
- d. Meetings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be defined as aggrieved employees, their Union representatives and qualified witnesses.
- e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose, unless the parties agree in writing that it should become a precedent.
- f. Non-contractual grievances terminate with the Vice Presidential step and are not subject to arbitration.
- g. All time limits above may be extended by mutual agreement of the parties.
- h. Non-renewal of an employee with an end date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding their position, is not subject to either the contractual or non-contractual grievance procedure.
- i. No policies, rights, responsibilities or prerogatives of the Board of Trustees shall be subject

to the contractual grievance procedure and/or arbitration unless exercised in a manner inconsistent with a specific provision of this agreement.

Article 24.

NO WORK STOPPAGE

24.1 The Union and the Board agree that any differences between the parties on matters relating to the agreement shall be settled by the means provided in the contract. The UCPEA and its members agree that they will not condone, call, engage in, or participate in any strike, slow down, work stoppage or picketing during normal working hours on behalf of its own, or any other labor organization, during the term of this agreement.

24.2 The University agrees there shall be no lockouts during the term of this agreement.

Article 25.

CAREER LADDERS

25.1 The University will continue to support career ladders. All current (Clinical Career Progression Program for Student Health and Wellness Nurses) and approved career ladder programs shall be maintained during the life of the contract. All new programs will be reviewed by the University and submitted to the Provost or appropriate Vice President, with a simultaneous copy provided to the UCPEA.

25.2 In order for employees to develop additional professional skills, and upon mutual agreement by the University and an employee, the employee shall be provided with release time of up to one day per week for one year in order for the employee to assume an internship position in another professional role at UConn. All such agreements shall be reduced to writing and shall be coordinated through the University Department of Human Resources.

Article 26.

VACANCIES AND JOB POSTING

26.1 All newly created or vacant existing bargaining unit positions shall be posted on the Human Resources web page for two weeks, with an electronic copy to the UCPEA office. This specifically exempts positions that may be created and filled within a single unit. An UCPEA applicant for a bargaining unit position who meets the stated minimum qualifications and identifies themselves as a member of the unit on their vita shall be granted an interview.

26.2 An employee, upon request, shall be given the status of their application or the reason they were rejected for a position.

26.3 In no case shall the failure to obtain the position or a disagreement with the reasons for being rejected be grievable or arbitrable under this agreement.

Article 27.

REDUCTION OF PROFESSIONAL STAFF

27.1 This section does not refer to probationary employees or those supported by grant funds or contracts.

- a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.
- b. Whenever a layoff is anticipated, the President or designee shall meet and discuss the potential layoff with the UCPEA. The UCPEA may submit its own proposal for dealing with the problem.
- c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.* Exceptions may be made to seniority based upon the following:
 1. Affirmative action judged in relation to goals within the last five years for non-teaching professionals in the UCP level.
 2. The first level supervisor outside of the unit has taken into consideration the skills, experience and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:
 - a. professional publications,
 - b. awards external to the University related to their profession,
 - c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,
 - d. self-initiated new programs, projects, or processes that advance the mission of the department or University,
 - e. clear and consistent disparity of evaluation over the past 3 (three) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.

3. In those cases when a department is not to be eliminated entirely, and the department or subfunction within a department has been able to maintain as full a range of services as possible.

*The University shall provide the UCPEA with a list of these units in September annually of each contract year.

- d. When a reorganization causes two or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided the remaining employees are able to perform the remaining duties with reasonable orientation but not training.
- e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.
- f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.
- g. Any employee who has been laid off shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of the notice of layoff. Employees on the recall list must notify the University of their desire to remain on the recall list every 6 months. Failure to notify the University of continued interest shall result in the removal of the individual from the recall list. Employees on layoff shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.
- h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a 6-month probationary period. If the employee is not retained beyond the probationary period, they shall be returned to the recall list in order to be on the recall list for a total of eighteen months.
- i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.
- j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee.
- k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:

1. After 1 year of service: 3 months' notice
2. After 2 years of service: 4 months' notice
3. After 3 years of service: 5 months' notice
4. After 4 years of service: 6 months' notice
5. After 5 years of service: 7 months' notice
6. After 6 years of service: 8 months' notice
7. After 7 years of service: 9 months' notice
8. After 8 years of service: 10 months' notice
9. After 9 years of service: 11 months' notice
10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned.

If the employee wishes to work the notice period, but the University has compelling business reasons to release them, the University has the discretion to issue payment of 50% of the salary that the employee would have earned, in lieu of notice.

- l. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article leave without pay and military service does not count toward the calculation of years of service at the University.
- m. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.
- n. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.
- o. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

27.2 This section refers only to members of the unit funded from grants and contracts.

- a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in Section 27.2 (b) below.
- b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

27.3 All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

Article 28.

MERGERS AND ACQUISITIONS

28.1 In the event that the University is merged into or with any other unit or system of public higher education, this bargaining unit shall remain distinct and this Agreement in full force.

Article 29.

MEET AND DISCUSS

29.1 At the invitation of either party, representatives of the Administration and UCPEA shall meet to discuss matters of professional concern, including hiring practices of a professional nature, e.g. special payroll, or matters relating to the implementation of this agreement. Labor Management meetings shall occur quarterly, or more often to discuss these matters.

29.2 Nothing in this article curbs the right of the Administration to meet with committees or individual professional staff members to discuss such matters unrelated to collective bargaining as the Administration decides.

29.3 UCPEA members will have a structured opportunity to provide anonymous feedback about their managers when a formal evaluation occurs.

Article 30.

PARKING

30.1 The Union shall be entitled to one representative and one alternate on the University Parking Advisory Committee.

30.2 The University shall give advance notice to employees in the event of parking dislocation, except dislocations due to an emergency.

30.3 The distribution of parking permits shall continue in accordance with the procedures as determined by the Parking Advisory Committee.

30.4 The University's Parking Advisory Committee will develop recommendations for distribution of parking spaces.

30.5 Parking at the Regional Campuses and Law School

The University will make parking available at a uniform parking rate to all UCPEA employees on all campuses that is the same as the "Area 2" rate charged at the Storrs campus.

UCPEA employees will be required to secure an Area 2 parking permit and will be charged the same sliding scale fee that exists for Storrs-based employees.

There will be no Area 3 parking at the Regional Campuses or the Law School.

If an employee does not wish to use campus parking, they will not be required to purchase a permit.

In lieu of a designated free parking area at campus locations other than Storrs, UCPEA members whose salary rate qualifies them for a 50% reduction of the Area 2 rate will have their Area 2 parking fee waived.

University parking permits will be honored at all campus locations.

Article 31.

JOB CLASSIFICATION

31.1 Classification System

- a. Nothing in this Article will diminish the Board's prerogatives described in Article 3, including, but not limited to, the power to determine for the University what jobs are needed, what the content of a job description should be, or how a particular job should be structured.
- b. A description of the Job Classification System is available to all employees through the Human Resources Web Page.

31.2 Career Progression

The University and the UCPEA will continue to meet monthly to develop a process by which managers can nominate employees for within-level progression, due to increased job proficiency and/or relevant professional development by June 30, 2023, unless extended by mutual agreement. This does not constitute an effective date of Career Progression.

The progression will include three (3) ranks: proficient, advanced and expert. Employees are hired at the proficient rank. The salary increase for progression from proficient to advanced is \$1,000. The salary increase for progression from advanced to expert is \$1,500. These salary increases are independent of any merit awards that may be made through Article 32, Salary. Salary increases for progression will be subject to fiscal constraints, and resulting salaries will not exceed the pay-band maximum. Any denial of a request for a progression in rank shall be accompanied by a written reason for the denial. Denials shall not be arbitrary or capricious. Decisions about progression shall be final and not subject to appeal.

31.3 Reclassification Process

- a. DEFINITION: A position assessment to determine whether an employee's position is appropriately classified may be requested when:

In the opinion of the employee and their supervisor, a majority of the job duties and responsibilities have changed to such a degree that the existing classification does not appropriately describe the work that is being done.

The method of classification analysis shall be a position assessment performed by the Department of Human Resources. It is at the University's discretion to determine the methodology for collecting position information and the protocol by which the assessment is performed.

- b. No position assessment request will be considered unless the employee has been consistently performing changed duties for at least two months. An employee may not request a position assessment during their first year in the current position or within a year

of reclassification.

When an employee identifies significant changes in their job duties and responsibilities, they shall meet with their supervisor and request that the position be submitted for a position assessment. If the supervisor agrees with the request, within two weeks of the initial meeting, the supervisor shall send a written request to Human Resources asking for a position assessment to be performed. If the supervisor disagrees with the request, within two weeks of the initial meeting, the supervisor will notify the employee in writing, with a copy to Human Resources. In this case, the employee may request through the UCPEA an independent review by Human Resources. This does not preclude the initiation of a position assessment requested by a supervisor or manager without an initial request from an employee, nor does it preclude the removal of duties at any point after a classification specialist determines the changes in duties are at a higher level.

- c. Human Resources shall acknowledge the request for a position assessment and forward a link to the job inventory form within one week. The job inventory form will be completed by the employee within 6 weeks of receipt. The job inventory form will then be reviewed and receipt acknowledged by the supervisory chain within 4 weeks of receipt from the employee, and returned to Human Resources. The supervisor's acknowledgement shall represent only an awareness that Human Resources is conducting an objective review of the position for the purposes of establishing the appropriate classification.
- d. Following receipt of the completed job inventory form, Human Resources will complete the position assessment and provide the employee, the UCPEA, and the supervisor a written summary of the results within 12 weeks.
- e. If the assessment process reveals that a different organizational level and/or job family is appropriate, and the employee meets the minimum requirements for a specific position description within that level or family, the first manager outside the bargaining unit shall authorize the change, or remove those duties identified within the assessment as being outside the classification. The effective date of reclassification shall be 60 days prior to the date the job inventory form was received in Human Resources. In instances where the duties identified as outside the classification are removed, the employee shall be compensated pursuant to Section 31.4, retroactive 60 days prior to the date the job inventory form was received in Human Resources through the date the higher-level duties are removed.
- f. If the assessment process reveals that the employee's duties are not appropriately classified, and no specific position description within that level and/or job family exists, the Department of Human Resources shall consider the development of a new job family or modification to an existing one.
- g. The decision of the Department of Human Resources shall be final and not subject to appeal. An employee whose reclassification request is denied may request a meeting with the Human Resources Associate who made the assessment and the Director of Human Resources, or designee, to review the reason for the denial and possibly present new evidence.

- h. All time limits in this Section may be extended by mutual agreement between the UCPEA and the University.

31.4 Reclassification Salary Increases

If the position assessment results in an employee's position being reclassified to a higher level, the employee's salary may be increased by up to 10%, as approved by Human Resources, on the effective date of the reclassification. The salary increase shall not be more than the maximum of the salary band into which the position is reclassified. Otherwise, the salary increase shall not be less than 2% of the employee's salary on the effective date of the reclassification, or the minimum of the pay-band into which the employee is reclassified, whichever is greater.

31.5 Temporary Appointments

It is within the University's discretion to appoint employees to temporary positions or temporarily assign them additional duties to cover for someone on a leave of absence, to address departmental reorganizations, to fill a need while a full recruitment effort is underway, or for other reasons the University deems appropriate. The University will make every effort to limit temporary appointments to no more than 18 months but reserves the right to exceed 18 months with approval from the Depart

An employee will be compensated for a temporary appointment by at least 2% up to 10% of the employee's salary on the effective date of the temporary appointment.

Article 32.

SALARY

32.1 Salary Increases

Part-time employees receive pro-rated salary and fringe benefits.

- a. Effective with the first full pay period following July 1, 2021, a 2.5% increase shall be added to the June 30, 2021 base annual salary of each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2021.
- b. Effective with the first full pay period following legislative approval of this agreement, a two-thousand, five hundred dollar (\$2,500) one-time payment shall be made to each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of March 31, 2022. This payment will not be added to the employee's base salary but shall be included in pension calculations. This payment will be pro-rated for part-time employees.
- c. Effective with the first full pay period in July 2022, a 2.5% increase shall be added to the June 30, 2022 base annual salary of each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2022.
- d. Effective with the first full pay period following July 15, 2022, a one thousand dollar (\$1,000) one-time payment shall be made to each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of July 15, 2022. This payment will not be added to the employee's base salary but shall be included in pension calculations. This payment will be pro-rated for part-time employees.
- e. Effective with the first full pay period in July 2023, a 2.5% increase shall be added to the June 30, 2023 base annual salary of each current bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2023.
- f. This Agreement may be reopened for the sole purpose of negotiating general wage increases or merit for the period of July 1, 2024 through June 30, 2025. The Union may effectuate the reopener by notifying the University in writing by January 1, 2024 of its desire to do so.

*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.2 Performance-Based Compensation

Performance-based compensation is an increase to be added to the employee's base salary. Employees who are in their initial probationary period are not eligible for performance-based compensation. For the life of the agreement neither the amount of performance-based compensation nor the failure to receive performance-based compensation shall be grievable or arbitrable.

- a. Effective with the first full pay period in July 2021, a 2.0% increase shall be added to the

base annual salary of each current bargaining unit member who performed satisfactorily,* and was a member of the bargaining unit as of January 1, 2021.

- b. Effective with the first full pay period in July 2022, a 2.0% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,* and was a member of the bargaining unit as of January 1, 2022.
- c. Effective with the first full pay period in July 2023, a 1.5% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,* and was a member of the bargaining unit as of January 1, 2023.
- d. Effective the first full pay period of July 2023, the University shall distribute the equivalent of 0.5% of the gross salary amount to be issued as performance-based compensation to current UCPEA bargaining unit members.
- e. The University performance-based compensation pool provided in this section is intended to reward those individuals who have sustained a level of performance that consistently exceeds the performance of their peers during the evaluation period, and that have advanced the mission and goals of the Department and the University. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations about performance-based compensation, but the final amounts will be determined by the President, Vice President or Provost. The supervisor may only recommend employees for University performance-based compensation who receive a “Good” evaluation or higher.
- f. The percentage pool identified above shall be established on a per capita basis at the level of the President, Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- g. The University, in consultation with the UCPEA, will develop and deliver supervisory training for performance evaluation and performance management. The performance evaluation process provided in Article 21 of this agreement will be covered in this training.

*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.3 Salary Schedules

Neither the salary offered for a particular job nor assignment of a job series to a salary band are grievable under the contractual or the non- contractual grievance procedure.

- a. No employee shall be hired or be employed at less than the minimum salary for the UCPEA salary band. An employee will be hired into the minimum salary unless it is deemed that their qualifications warrant an increased offer. The hiring range shall be defined as any amount between the minimum and defined maximum for each UCPEA salary band. In determining the amount, consideration shall be given to qualifications, experience and market issues.
- b. No employee shall be employed at an amount higher than the maximum salary for the UCPEA salary band. If, at the time University performance-based compensation is being

issued, an employee has reached the maximum amount, and receives a recommendation for a performance based compensation increase that is approved by the President, Vice President or Provost, they shall have that amount converted to a lump sum payment that will not be added to the base salary.

- c. When presented with evidence that a member is considering leaving the employment of the University, the University will consult with the UCPEA, and with mutual agreement may act immediately to make an upward adjustment in salary in an effort to retain said employee. Such adjustments shall be considered exempted from any equity analysis review.

Effective July 1, 2021

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	\$42,569	\$55,340	\$68,111
2	\$47,678	\$61,981	\$76,284
3	\$53,399	\$69,419	\$85,438
4	\$59,807	\$77,749	\$95,691
5	\$66,984	\$87,079	\$107,174
6	\$75,022	\$97,528	\$120,035
7	\$84,024	\$109,231	\$134,439
8	\$94,107	\$122,339	\$150,571
9	\$105,400	\$137,020	\$168,640

NOTE: Arrived at by adding 2.5% to the July 3, 2020 schedule.

Effective July 1, 2022

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	\$43,634	\$56,724	\$69,814
2	\$48,870	\$63,530	\$78,191
3	\$54,734	\$71,154	\$87,574
4	\$61,302	\$79,693	\$98,083
5	\$68,658	\$89,256	\$109,853
6	\$76,897	\$99,966	\$123,035
7	\$86,125	\$111,962	\$137,800
8	\$96,460	\$125,398	\$154,336
9	\$108,035	\$140,445	\$172,856

NOTE: Arrived at by adding 2.5% to the July 1, 2021 schedule.

Effective July 1, 2023

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
1	\$44,724	\$58,142	\$71,559
2	\$50,091	\$65,119	\$80,146
3	\$56,102	\$72,933	\$89,764
4	\$62,834	\$81,685	\$100,535
5	\$70,375	\$91,487	\$112,599
6	\$78,820	\$102,465	\$126,111
7	\$88,278	\$114,761	\$141,245
8	\$98,871	\$128,533	\$158,194
9	\$110,736	\$143,957	\$177,177

NOTE: Arrived at by adding 2.5% to the July 1, 2022 schedule.

32.4 Longevity

Employees in the bargaining unit shall be eligible for longevity increments pursuant to the 2011 SEBAC agreement, which provides:

- a. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service that would count toward longevity under the current rules shall be entitled to longevity if they obtain the requisite service in the future.
- b. Employees Hired Before July 2, 2011: No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

32.5 Prorating of Salary and Benefits for Nine and Ten Month Employees

- a. All 9 or 10 month UCPEA employees shall be paid over 12 months, whether in permanent or end-dated assignments. Benefits shall be prorated in accordance with the contract.
- b. There is no option for any 9 or 10-month employee to be paid in any other time frame than the 12-month period.

Article 33.

RETIREMENT, MEDICAL BENEFITS AND DISABILITY INSURANCE

33.1 All retirement benefits now in effect shall remain in effect until and unless they are superseded by arrangements between the State of Connecticut and the State Employee Bargaining Agent Coalition.

33.2 The health insurance program, in effect as of the signing of this agreement, shall remain in effect. Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees as described in C.G.S. 5-257. Additional benefits negotiated by the State of Connecticut and the Health Care Cost Containment Committee shall be extended to members.

33.3 In addition to the disability insurance available to all employees, the University shall provide, at no cost to the employee, a long-term disability policy for those employees who participate in the Alternative Retirement Program. The plan shall be equivalent to that offered other University employees in 1996 and thereafter, but in no case less than the benefits offered in 1996.

Article 34.

TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

34.1

- a. Effective July 1, 2021 the amount available per contract year for professional development and training shall be \$400,000. Ten percent of the professional development pool may be utilized for University sponsored programs open to and accessible by all UCPEA members. The University's designee shall consult and review with UCPEA's Vice President for Professional Issues concerning University sponsored programs.

The employee shall submit a written request for funding of reimbursement to attend or participate in professional development and training in accordance with the guidelines established by the UCPEA Professional Development Committee and approved by the University administration.

- b. Under guidelines established jointly by the Administration and the UCPEA, reimbursements for tuition and fees will be made to the individual after successful completion of their coursework.

Effective July 1, 2021, and in each subsequent year of the agreement, \$25,000 shall be available per contract year for reimbursement of tuition and fees for courses taken by employees. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Effective July 1, 2021, and in each subsequent year of the agreement, \$25,000 shall be available per contract year for reimbursement of fees for courses taken by employees at the University of Connecticut. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Employees taking courses at the University of Connecticut may defer payment of 50% of their tuition of fee rate until one month after completion of the course.

34.2 No more than one-half of the professional development fund may be allotted during the first six months of each contract year. The negotiated tuition reimbursement pool will be divided equally among the summer, fall and spring semesters of each contract year.

34.3 When management requires the employee to obtain work related training, it shall be paid for by the University.

34.4 Employees who wish to take credit courses shall be allowed to request temporary flexible schedules to take such courses. The University shall attempt to accommodate requests within its operating needs. Denials shall be given to employees within 5 workdays of the request, and shall not be arbitrary or capricious or without a good business reason. There shall be a form for employees who wish to take credit courses with a temporary flexible schedule.

Article 35.

TUITION WAIVERS

35.1 Employee

The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. Intercession, summer school, and laboratory classes are specifically excluded. To qualify for a graduate waiver the UCPEA member must either be a matriculated student or the class must be work related. There shall be no waiver of the General University Fee or any other fees except as noted above.

35.2 Children

In addition to the waiver of tuition permitted under C.G.S. Chapter-185b , Section-10a-105 10-119 (b, c, and d), the Board of Trustees shall have full authority to waive tuition for dependent children of bargaining unit members matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses. Dependent child means the employee's biological child; the employee's stepchild, who is the biological or adopted child of the employee's spouse; or the employee's legally adopted child.

Article 36.

CHILD CARE

36.1 Effective July 1, 2021, and each subsequent year of the agreement, \$100,000 shall be available annually for partial reimbursement to employees for childcare expenses at licensed child care facilities.

36.2 Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the UCPEA, which conform to state regulations.

Article 37.

TRAVEL

37.1 Within the funds available, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the Provost, Vice President or their designees.

37.2 Mileage reimbursement schedules shall be adjusted annually in accordance with federal guidelines.

Article 38.

HEALTH AND SAFETY

38.1 Committee on Safety

The Environmental Health and Safety Committee shall continue to review and, if necessary, make recommendations on environmental and health issues. The UCPEA shall continue to have a representative on this committee.

38.2 Whenever possible, employees will be notified in advance that the building they are working in will be undergoing repairs, major renovations, or that a parking lot is permanently closing.

38.3 The University's Environmental Health and Safety policy, effective on July 1, 1994, is hereby incorporated into the contract. Updated policies are incorporated as replacements for the 1994 document.

38.4 The University shall provide personal, protective equipment to employees as required by OSHA regulations.

Article 39.

CONSULTING POLICY

39.1 Unrelated outside employment

Bargaining unit members will not be required to notify management of their intention to work outside of work hours if the employment is unrelated to their professional responsibilities at the University, since this type of employment is not considered consulting.

39.2 Notice of intent to accept related employment

When bargaining unit members intend to accept work outside the University, which is related to their professional employment at the University, they will notify their supervisor of their intent. Written notice to their supervisor shall include a statement that the work will occur outside of all work hours and obligations to the University. Employees shall not be allowed to take on work outside of their primary employment, which interferes with their responsibilities at the University. Within 30 days of receipt of a notice from an employee, the University may issue a directive to the employee not to accept outside employment if management believes it interferes with their responsibilities at the University. A University directive to an employee not to accept outside employment shall be grievable under the non-contractual grievance process. If the University fails to meet the timelines contained within the non-contractual grievance process, the issue may be appealed directly to arbitration by the UCPEA. This notice replaces the obligation to request permission to accept outside employment.

39.3 State Ethics Code

Employees are subject to the state ethics code and should take note of those requirements.

Article 40.

UNION LEAVE

40.1 Release Time for Union Business

The University shall grant release time up to a total of 100 days per contract year to individuals elected or appointed to serve as Union representatives, including those elected or appointed to serve on the UCPEA Executive Board. Unused days shall not accrue from one year of the contract to the next.

- a. The Union shall provide the Chief Human Resources Officer, the Executive Director of Employee Relations, and Payroll with the names of the individuals so elected or appointed.
- b. Release time shall be utilized in a manner that is least disruptive to the individual's professional responsibilities and University operations.
- c. Individuals shall submit a request for the use of union release time through the University's designated system (e.g., SharePoint) at least one week in advance of the need for release

time except in extraordinary circumstances when notice shall be as soon as possible or as soon as possible after the fact. The University reserves the right to require employees to record union release time on their timesheets.

40.2 Attendance at Conventions

During a contract year, up to three (3) UCPEA delegates shall be permitted three (3) days each to attend state and/or national conventions of the AFT and the AFL-CIO. Such requests shall be presented by the Union. Before being granted, requests for such leave must be approved by the first supervisory level outside the bargaining unit, as well as by the appropriate University official designated for this purpose. If granted, paid leave shall be provided.

40.3 Internal Training for Union Representatives

The University shall allow for up to one day or two half-day sessions annually of training during which all Union Representatives will be permitted to attend without the use of specific days enumerated in Section 40.1. Such day(s) of training will be scheduled not later than 30 days in advance, and the UCPEA shall notify the Office of Faculty & Staff Labor Relations.

Article 41.

REPRESENTATION RIGHTS AND RESPONSIBILITIES

41.1 Protection from Discrimination

- a. No union officer, committee member or representative shall be discriminated against for membership in the Union or for performing Union business.
- b. The Union shall not discriminate against any employee.

41.2 Union List of Officers and Representatives

The Union shall furnish to the Chief Human Resources Officer and the Executive Director of Employee Relations a written list of all officers and area representatives, and any changes thereto.

41.3 Conducting Union Business on University Premises

- a. Union representatives may visit Union officers during the workday with the permission of the appropriate department heads. It is understood that any time lost from the workday shall be made up at a time mutually agreeable to the parties.
- b. No recruiting of membership or collecting of dues shall be conducted during the normal work hours.

- c. Any Union officer or representative who wishes to visit with an employee at the employee's place of employment shall secure the permission from the appropriate first supervisor level outside the unit or the department head as designated by such supervisory level. When practicable, such visits shall take place during lunchtime or when the employee is otherwise free from duty assignments.
- d. If the Administration sets a grievance hearing during normal work hours, employees who are required to attend such a hearing shall be released and not be required to make up any time.

41.4 Bulletin Boards

Department heads shall provide designated bulletin board space throughout the campus for the exclusive use of the Union.

41.5 Access to Information

- a. The Union shall have access to information relative to budget and staffing as they pertain to the bargaining unit. It shall also be provided with the names, addresses and salaries of all bargaining unit employees.
- b. The Union may request from the Administration an electronic copy of the agenda and minutes of all open meetings of the Board of Trustees, if they are otherwise unavailable online.
- c. The parties agree that by September 1 of each year of the contract the University shall place in the reserve room in the Library a listing of salaries of all University employees.

41.6 Mailroom

The UCPEA may use the University mail service under the current policy of registered organizations. Specifically, this means that the Union shall pay the regular rate, understands that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University and are published at Union expense.

41.7 Service Contribution

Participation in those UCPEA activities that directly relate to the well-being of the University by eight (8) designated officers of the UCPEA may be considered a University service contribution.

41.8 Union Access

Unless there is a statutory or technical limitation, the UCPEA shall be given access to UCPEA membership data through an electronic bi-weekly payroll report. In the case of a technical limitation, the University shall inform the Union that the normal biweekly report is unavailable and the parties will mutually agree on a solution.

The use of E-mail and voice communications for union business shall be allowed so long as it does not disrupt work responsibilities.

Article 42.

UCPEA SECURITY AND PAYROLL DEDUCTIONS

42.1 During the life of this Agreement, a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the UCPEA.

42.2

- a. The University shall deduct UCPEA dues bi-weekly from the gross paycheck of each person who authorizes membership deduction.
- b. The UCPEA shall provide the University a digital list of dues deduction changes, including any new dues deduction authorizations or revocations on a biweekly basis. The University shall implement all dues deduction changes as soon as possible but no later than 30 days after notification from the UCPEA.
- c. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to fund-raising drives sponsored by the University of Connecticut Foundation.
- d. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to the Union's COPE (Committee on Political Education) fund.

42.3 The University shall provide the UCPEA a time, no less than one hour, to present at New Employee Orientation. If the University needs to change the time or location of the UCPEA's presentation, it shall provide the UCPEA with as much notice as practicable.

42.4 The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the UCPEA as soon as practicable after the pay period of the employees for whom such deduction is made.

42.5 No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction, nor shall such be made from subsequent payrolls to

cover the period in question. The UCPEA shall be notified when such a situation exists.

42.6 The University shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

42.7 With the exception of Section 42.2 (a), the UCPEA shall hold the University harmless from any liability or damages incurred by the Board of Trustees or its agents in complying with this Article and will reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

Article 43.

SAVINGS CLAUSE

43.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the UCPEA.

43.2 In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

Article 44.

TEMPORARY AND END-DATE EMPLOYEES

44.1 The use of temporary and end-dated appointments shall be limited to the following circumstances:

- a. Employees who are funded by grants and contracts.
- b. Employees who are hired to cover positions undergoing job searches.
- c. Employees hired to cover for a temporary leave of absence.
- d. Employees hired for clearly defined and time limited special projects.
- e. Employees hired to cover for an employee who is serving in a temporary or interim assignment.
- f. Employees hired to cover duties during a departmental reorganization or restructuring.

End-dated appointments not funded by a grant or contract shall be limited to a maximum of three years unless the UCPEA agrees in writing to an extension.

All employees hired on end-date employment authorizations who have been on the end-date appointment for a period of more than 3 years, must have their re-appointment processed 3 months prior to the end of their appointment.

All end-date employees who have been on end-date appointment for a period of more than 5 consecutive years shall be given a minimum of 3 months' notice of non-renewal, in addition to the annual appointment letter. Individuals with five annual appointments shall be eligible for multiple year appointments.

All end-date employees who have been on end-date appointment for a period of more than 4 years and are non-renewed shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of notice of non-renewal. Employees on the recall list must notify the University every 6 months of their desire to remain on the recall list. Failure to notify the University continued interest shall result in the removal of the individual from the recall list. These employees shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.

44.2 While end-date employees do not have permanent status, they are entitled to just cause protection for discipline after one year of employment.

Article 45.

PAY EQUITY

45.1 If coalition bargaining regarding pay equity takes place for state employees, the University agrees to participate in the coalition for the exclusive purpose of determining the pay line, implementation of pay line, and/or the distribution of funds. The University shall not participate in any bargaining as part of a coalition that concerns its classification system.

45.2 The UCPEA agrees that implementation of any coalition bargaining is contingent on the University receiving new monies from the State of Connecticut specifically for that purpose.

Article 46.

WIRELESS COMMUNICATION DEVICE STIPENDS

46.1 At the discretion of the University, a professional employee who is required to utilize a wireless communication device to perform their official duties may receive compensation in the form of a stipend to cover business-related use of the personally owned mobile device. Use of the device, including the eligibility for and the amount of the stipend, shall be determined in accordance with University policy as it may be amended from time to time.

Article 47.

PHASED RETIREMENT PROGRAM

47.1 Phased Retirement Program

With the approval of the Provost, appropriate Vice President, or designee, a Department may offer eligible professional staff an opportunity for a pre-retirement reduction of full-time service, while gradually phasing into retirement over a defined period, not to exceed three years. A professional staff member's eligibility to participate in the program is within the discretion of the Department. A Phased Retirement Program may also be offered on a University-wide basis.

47.2 Eligibility

Professional staff that are eligible and elect to participate must provide an irrevocable retirement date of no more than 3 years in the future. The date selected is subject to written approval by the Department Head.

47.3 Reduction in Workload

During the notice period, the employee will receive a reduction in schedule and workload of 50% and proportionate reduction in salary under the Voluntary Schedule Reduction Program (VSRP). The reduction in schedule may be in the form of working fewer hours per day, working fewer days per week or block leaves in which the employee takes more than 5 consecutive days off at a time. The way in which the reduction of hours is taken will be developed in conjunction with the Department Head and at the Department Head's discretion.

47.4 Notice Period Benefits

During the notice period, as provided in Connecticut General Statute § 5-248c and the associated Regulations, the employee will continue to receive subsidized health and life insurance; receive full credit toward seniority, longevity and retirement; have their salary calculations used in the SERS pension formula adjusted to treat unpaid time as paid; accrue vacation (if applicable), and receive full holiday pay.

47.5 Requirements for Employees

The Application for Phased Retirement and VSRP form must be submitted to the Department Head. If approved, this will initiate the development of a written agreement that sets forth mutually agreeable terms and conditions.

47.6 Reservation of Rights

The Department Head reserves the right to deny an employee's request for participation in the Phased Retirement Program, but such denial must be with the agreement of the Vice Provost, Executive Vice President or designee.

47.7 Reduction to Written Agreement

A written agreement setting forth mutually agreeable terms and conditions of an individual's phased retirement arrangement will be signed by the participant and the Department Head, and must be authorized by the relevant Vice Provost, Executive Vice President or designee. It will provide the essential terms and conditions of the reduced appointment including salary, anticipated hours and/or days of work, and an irrevocable retirement date.

Article 48.

ZIPPER CLAUSE

48.1 This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. Therefore, unless the parties mutually agree to reopen negotiations, the UCPEA waives the right to bargain collectively with respect to any subject not covered in this agreement, even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this agreement.

Article 49.

DURATION

49.1 This agreement shall be in full force and effect from July 1, 2021 through June 30, 2025.

MEMORANDA OF AGREEMENT

All prior memoranda of agreement not incorporated into this agreement are null and void.

Memorandum of Agreement #1

Merit Pool

The parties agree that money withheld as the result of unsatisfactory performance shall be added to the merit pool.

Memorandum of Agreement #2

Weekend and Evening Hours for the Library

To meet the requirements and responsibilities of their work, many staff in the Research and Information Services Department of the University Library, who are regularly assigned to work on evening and weekends, find it impossible to take compensatory time and repeatedly work extraordinary hours during the fall and spring semesters.

In order to respond to this, UCPEA and the University agree that permanent RISD staff, who meet the above criteria, shall be eligible to accrue up to 4 days compensatory time each year. Use of such compensatory time shall be arranged as a mutually agreeable time, when service demands are slower, within two years of the staff member having worked the extraordinary hours.

Memorandum of Agreement #3

Demotion

Demotions, under Article 22, shall be without loss in pay, unless otherwise agreed to by UCPEA and the University.

Memorandum of Agreement #4

Big Brothers/Big Sisters

The State of Connecticut (hereinafter referred to as the "State") and the University of Connecticut Professional Employees Association (hereinafter referred to as "UCPEA") have herein agreed that UCPEA members employed by the University of Connecticut may participate in Big Brothers or Big Sisters programs as provided by P.A. Nos. 99-1 and 00-112. There shall be no expansion of benefits for such participating employees beyond those specifically provided within the Act. The general guidelines applied for participants shall be:

1. The participating employee must have a minimum of one year of state service.

2. The employee must be a full time employee with permanent status.
3. Following each year of active participation in the Big Brother or Big Sister program the employee will be granted one week of additional annual vacation.
4. For purposes of the program the first annual period (year) for program participation runs from September 1, 1998. Effective January 1, 1999, the year period shall be measured annually from the first full month of participation by the employee in the program. In no event shall an individual receive more than one week of vacation for any full year of participation in the program.
5. Failure to complete a full year of program participation will constitute basis for denial of the grant of the additional vacation. Failure to satisfy expected time commitments associated with the program will also constitute denial of the grant of the additional vacation.
6. Big Brothers or Big Sisters will be totally responsible for the program and shall provide the State employer with certification of participants.
7. The grant of the additional vacation will be by OPM and shall not be subject to any appeal. The regulations regarding the utilization of vacation shall govern the utilization of the additional time earned under this program.
8. No activities performed by state employees with Big Brothers or Big Sisters shall be on state time and such activities shall be outside the scope of their employment.

SIGN OFF

For:
The University of Connecticut Professional
Employees Association

Kathleen Fischer, President

For:
The Board of Trustees,
The University of Connecticut

Radenka Maric, Interim President

UCPEA Negotiating Team

Kathleen Fischer, Chief Negotiator
Nishelli Ahmed
Fiona de Merrell
Gina DeVivo Brassaw
Nikki Eberly
Micah Heumann
Lindsay Jenkelunas
Jordan McMillan
MiChelle Pereira Lopes
Elizabeth Sullivan
Justin Kyle Tanner
Rhonda Ward
Michael White

UConn Negotiating Team

Karen Buffkin, Chief Negotiator
Kristen Brierley
Keith A. Hood
Debra Lucey
Aliza Wilder

INDEX

Title	Article
Access to Information.....	41.5, 41.8
Accumulated Sick Leave.....	11.2
Arbitration.....	23.5, 23.6
Benefits.....	33
Board Prerogatives.....	3
Career Ladders.....	25
Career Progression.....	31.2
Changes in Work Schedules Within the University’s Regular Administrative Hours.....	16.3
Child Care.....	36
Childbirth and Parental Benefits.....	12
Civic Emergencies.....	10.2
Classification System.....	31.1
Committee on Safety.....	38.1
Compensatory Time.....	18
Consulting.....	39
Disciplinary Action.....	22
Dismissal.....	22
Duration of Contract.....	49
Educational Leave Application Procedure.....	13.2
Educational Leave.....	13
Employee Files.....	19
Essential/Emergency Staff Compensatory Time.....	18.6
Evaluation.....	21
Fitness for Duty Evaluations.....	11.5
Flexible Work Schedules.....	16
Grievance Procedure.....	23
Health & Safety.....	38
Holidays.....	8
Job Classification.....	31


Jury Duty.....	10.1
Leaves, Without Pay	15
Longevity	32.4
Management Exclusions	1.2
Meet & Discuss.....	29
Mergers & Acquisitions.....	28
Non-contractual Grievance, Procedure	23.3
Nondiscrimination.....	5
Notice of Intent to Leave.....	7
Notification of Negative Materials in File.....	19.5
No Work Stoppage.....	24
Off Site Work.....	16.4
On Call.....	18.4
Parking	30
Part-time Salary/Benefits	32.1
Pay Equity.....	45
Payroll Deductions.....	42
Performance-Based Compensation	32.2
Personal Leave.....	9
Phased Retirement Program.....	47
Probationary Employees	20
Professional Development Funds	34
Professional Freedom.....	4
Prorating of Salary and Benefits for Nine and Ten Month Employees	32.5
Reclassification... ..	31.3, 31.4
Recognition.....	1
Reduction of Staff.....	27

Regional Campuses, Parking	30.5
Representation Rights	41
Retirement.....	33, 47
Role of Professional Staff	2
Salary Increases.....	32.1
Salary Schedules	32.3
Savings Clause	43
Seniority	27.1
Sick Leave.....	11
Sick Leave Bank	11.3
Status While on Paid Leave.....	14
Status While on Unpaid Leave	15.4
Student Health and Wellness	17
Telecommuting	16.5
Temporary and End-Date Employees	44
Temporary Positions	31.5
Travel	37
Tuition Reimbursement.....	34
Tuition Waivers	35
Union Access	41.8
Union Leave With Pay.....	40
Union Leave Without Pay.....	15.1
Vacancies, Job Posting	26
Vacation	6
Voluntary Leave Program.....	15.5
Wireless Communication Device Stipends.....	46
Workers' Compensation	11.4
Work Schedules	16
Zipper Clause.....	48

ATTACHMENT 29

March 30, 2022

TO: Members of the Board of Trustees

FROM: Dr. Radenka Maric 
Interim President

Carl W. Lejuez, Ph.D. 
Provost and Executive Vice President for Academic Affairs

RE: Innovation Faculty Hires & Entrepreneurial Ecosystem Initiative at the
University of Connecticut (UConn)

RECOMMENDATION:

That the Board of Trustees approve the Innovation Faculty Hires & Entrepreneurial Ecosystem Initiative at the University of Connecticut (UConn).

BACKGROUND:

Pursuant to 10a-104c, as amended by Public Act 21-111, *An Act Authorizing and Adjusting Bonds of the State for Capital Improvements, Transportation and Other Purposes, Establishing the Community Investment Fund 2030 Board, Authorizing State Grant Commitments for School Building Projects and Making Revisions to the School Building Project Statutes*, the University of Connecticut will provide rationale and justification for bond authorizations included in Public Act 21-111 for the University's faculty hiring plan.

The bond funding authorized in Public Act 21-111 followed the enactment of Public Act 19-154, *An Act Concerning Various Initiatives at the University of Connecticut* (now codified as 10a-104c), which encouraged UConn to increase its entrepreneurship and economic development activities and specifically required: (1) The Board of Trustees to develop a new faculty recruitment plan to increase research and new business ventures; (2) UConn's president to oversee development of a plan regarding technology transfer policies and entrepreneurship and innovation at UConn; and (3) UConn's president and Board of Trustees to build and foster a culture of innovation and entrepreneurship at UConn.

In 2020, UConn completed its Public Act 19-154 requirements by submitting to the General Assembly a bold faculty hiring plan and an aggressive roadmap to improve tech transfer, entrepreneurship, and innovation. Funding provided in Public Act 21-111 represents an effort to provide UConn with the resources needed to implement the aspects of these two plans that will have the greatest impact on Connecticut's economy.

The full plan for the Innovation Faculty Hires & Entrepreneurial Ecosystem Initiative at the University of Connecticut (UConn) is attached to this resolution. Implementation of the plan is contingent upon approval of the issuance of funds by the State Bond Commission.

INFORMATIONAL ITEMS

**University of Connecticut Department of Human Resources
Hires Processed from December 20, 2021 to March 7, 2022
Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	DEPARTMENT	DATE
Azmat, Farhana	Business Ops Specialist 1	Bursar	2/14/2022
Beauvarlet, Sandra	Postdoctoral Research Assoc	Physics	2/14/2022
Beschta, Michael	Asst Professor in Res	Dramatic Arts	1/31/2022
Birch, Stephanie L	Librarian 2	UConn Library	1/28/2022
Blake, Thomas	Procurement Specialist 1	Procurement Services	2/25/2022
Brown, Justin	Senior Admin Program Support	Social Work Instruct and Rsrch	3/11/2022
Buchanan, Mary	Research Asst 2	CT Inst Resilience and Adapt	2/14/2022
Bueno, Veronica M	Postdoctoral Research Assoc	Environmental Sci and Engr Ctr	2/14/2022
Bynum, Shelton D	Specialist IA	Athletics MI Football	1/28/2022
Campbell, Kaitlyn	Postdoctoral Research Assoc	Environmental Sci and Engr Ctr	1/14/2022
Carpenter, Heidi L	Admin Program Support 1	Engineering	2/25/2022
Carrano, Angela V	Asst Clinical Professor	Nursing Instruct and Research	2/25/2022
Carrezola, Luke	Specialist IA	Athletics MI Football	1/4/2022
Coleman, Alicia F	Postdoctoral Research Assoc	Environmental Sci and Engr Ctr	2/14/2022
Coley, Adam M	Ed Program Assistant 2	Communication	1/3/2022
Collins, Patrick C	Specialist IIA	Athletics MI Football	1/3/2022
Conceicao, Kerry	Admin Program Support 2	Dining Services	1/14/2022
Cooley, Louanne R	Research Scholar	CT Inst Resilience and Adapt	1/14/2022
Correia, Jessica R	Admin Program Support 2	Kinesiology	1/14/2022
Correia, Peter J	Finance Manager 1	CT Education Network ASC	1/28/2022
Crowell, Chase	Postdoctoral Research Assoc	Plant Sci and Landscape Arch	1/28/2022
Davidson, Gregory B	Specialist IA	Athletics MI Football	1/3/2022
Desch, Melanie P	Ed Program Assistant 1	Dept of Extension Windham	3/11/2022

**University of Connecticut Department of Human Resources
Hires Processed from December 20, 2021 to March 7, 2022
Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	DEPARTMENT	DATE
DiDonato, Michael A	U Staff Professional 1	Tech Park	2/25/2022
Doherty, Cynthia L	Ed Program Assistant 2	Ctr Open Research Resrcs/Equip	1/14/2022
Downs, Ashley M	Admin Program Support 2	Student Health and Wellness	2/14/2022
Everard, Michelle M	U Ed Asst 2	Provost Academic Affairs	1/28/2022
Fahey, Ryan W	Specialist IA	Athletics MI Soccer	1/28/2022
Fisher, Faith A	Admin Program Support 2	Student Health and Wellness	2/14/2022
Gavitt, Tyler D	Postdoctoral Research Assoc	Pathobiology	1/28/2022
Gbandi, Christopher H	Specialist IIIA	Athletics MI Soccer	12/17/2021
Godino, Noah J	Financial Assistant 1	Agriculture,Health,Natural Rcs	3/11/2022
Goetz Gonzalez, Ruben E	Postdoctoral Research Assoc	Physics	2/25/2022
Gomez, Valerian	Ed Program Administrator	CT Small Bus Development Ctr	2/14/2022
GONZALEZ, JUBENAL	Business Ops Specialist 2	Emergency Management	3/11/2022
Goodman, Andrew	Specialist IIA	Athletics MI Football	1/3/2022
Grey, Alexander T	Ed Program Assistant 2	Engineering	1/28/2022
Guediche, Sara	Postdoctoral Research Assoc	Speech, Lang and Hearing Sci	1/14/2022
Guthrie, Matthew W	Asst Professor in Res	Physics	1/1/2022
Harriau, Christina J	Research Asst 2	Social Work Instruct and Rsrch	2/14/2022
Harris, David	Specialist IA	Athletics MI Football	1/28/2022
Harris, Madison C	Specialist IA	Athletics MI Football	1/24/2022
Higgins, Roxanne E	Student Services Prog Coord	Student Activities	2/25/2022
Hill, Carson C	Research Asst 2	CT Inst Resilience and Adapt	2/25/2022
Hoddinott, Daniel	Student Services Prog Mngr 1	Enrichment Programs	1/14/2022
Hofer, Courtney R	Specialist IA	Athletics WI Soccer	1/3/2022

**University of Connecticut Department of Human Resources
Hires Processed from December 20, 2021 to March 7, 2022
Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	DEPARTMENT	DATE
Howson, Kevin M	Financial Assistant 2	Bursar	1/14/2022
Huber, Martin E	Visiting Instructor	Mechanical Engineering	1/14/2022
Joe, Errin	Specialist IA	Athletics MI Football	1/3/2022
Kashef, Mojghan Z	Publicity/Marketing Admin	Social Work	1/28/2022
Kazel, Cameron	Applications Administrator 2	Enterprise Applications	3/11/2022
King, Sylvia	Functional Specialist	Registrar	1/14/2022
Kobelski, Kimberly A	Clinical Instructor	Nursing Instruct and Research	1/14/2022
Kopp, Wendy W	Student Services Prog Coord	Career Development Center	2/25/2022
Kowalski, Jacqueline A	Assoc Coop Ext Edu	Department of Extension	1/14/2022
Langenbach, Bethany	Admin Program Support 3	Avery Point Campus	1/3/2022
LaPlant, Helen W	Research Asst 2	Nursing Instruct and Research	1/14/2022
Levy, Rebecca E	U Ed Asst 3	Human Resources	2/14/2022
Lumbra, Stephanie M	Ed Program Assistant 2	Women, Gender and Sexuality	2/14/2022
Mahmood, Kaleel R	Asst Professor in Res	Computer Sci and Engineering	1/1/2022
Maloney, Maura A	Admin Program Support 2	Public Policy	2/14/2022
May, Nicholas M	Postdoctoral Research Assoc	Clean Energy Engineering Ctr	2/25/2022
McClendon, Kenneth D	Specialist IIA	Athletics MI Football	1/3/2022
Mei, Yiwen	Research Assoc 1	CT Inst Resilience and Adapt	1/28/2022
Miralles, Greidy L	Research Asst 1	InCHIP	1/3/2022
Mishra, Debasish	Postdoctoral Research Assoc	UTC Inst Advanced Systems Engr	1/3/2022
Moore, April J	Grants and Contracts Spec	Sponsored Programs	1/28/2022
Morales, Chelsea M	Mental Health Clinician	Student Health and Wellness	1/14/2022
Mortensen, Elizabeth P	Ed Program Coordinator	Office of Sustainability	2/14/2022

**University of Connecticut Department of Human Resources
Hires Processed from December 20, 2021 to March 7, 2022
Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	DEPARTMENT	DATE
Mulrooney, Heather	Teacher	Human Development Child Labs	1/3/2022
Najarian, Jacob T	Student Services Prog Coord	Student Activities	2/25/2022
Narayan, Vishal	Assoc Professor	Marketing	1/1/2022
Netisingha, Peter	Specialist IA	Athletics WI Volleyball	2/11/2022
Omer, Seila	Asst Professor in Res	Molecular and Cell Biology	2/25/2022
Omsberg, Cameron	Specialist IA	Athletics MI Soccer	1/14/2022
Ortiz, Steven	Senior Admin Program Support	Research Compliance	1/28/2022
Pace, Christian	Specialist IA	Athletics MI Football	1/21/2022
Pal, Suman	Postdoctoral Research Assoc	Chemistry	1/28/2022
Pedemonti, John	Computer Support Technician 1	Law Library and Technology	1/28/2022
Pikora, Ellen M	Library Assistant 2	UConn Library	1/28/2022
Poles, Kevin D	Specialist IA	Athletics MI Football	2/25/2022
Ramm, Christopher P	Research Asst 1	CT Transportation Institute	1/28/2022
Rosa, Lisa M	Admin Program Manager 1	Financial Aid	2/25/2022
Saccucci, Michael S	Asst Professor in Res	Statistics	1/1/2022
Sahoobah, Mnal M	Admin Program Support 1	Kinesiology	1/14/2022
Sandler, Austin M	Postdoctoral Research Assoc	Agricultural and Resource Econ	1/28/2022
Schaefer, Jennifer L	Librarian 2	UConn Library	3/11/2022
Scissum, Chauncey S	Specialist IA	Athletics MI Football	1/14/2022
Sikes, Jillian E	Specialist IA	Athletics WI Volleyball	2/17/2022
Troisi, Daphne	Dining Serv Area Asst Manager	Dining Services	1/28/2022
Trombley, Robert W	Specialist IA	Athletics MI Football	1/3/2022
Vamos, Janet	Applications Administrator 1	University Communications	1/28/2022

**University of Connecticut Department of Human Resources
Hires Processed from December 20, 2021 to March 7, 2022
Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	DEPARTMENT	DATE
Watrous, Tara A	Ed Program Administrator	Werth Institute	1/14/2022
Watson, Peter L	Postdoctoral Research Assoc	Eversource Energy Center	1/3/2022
Weldon, Beth M	Clinical Instructor	Nursing Instruct and Research	1/14/2022
Wolf, Paula	Ed Program Assistant 1	Dept of Extension Hartford	1/14/2022
Yaworsky, Lauren M	Admin Program Support 2	CT Inst Resilience and Adapt	1/28/2022
Zuo, Shan	Asst Professor	Electrical and Computer Engr	1/1/2022

**University of Connecticut Department of Human Resources
 Separations Processed from December 20, 2021 to March 7, 2022
 Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	SEPARATION REASON	DEPARTMENT	DATE
Allard, Samantha N	Sen Ed Program Administrator	Separation	Social Work Instruct and Rsrch	1/28/2022
Allen, Edward	Specialist IIA	Separation	Athletics MI Football	1/15/2022
Anacleto, Benjamin L	Laboratory Manager	Separation	Tech Park	2/5/2022
Andrew, Sheila M	Professor	Retirement	Animal Science	2/1/2022
Avery, Kathleen	Software Developer 2	Retirement	Enterprise Applications	2/1/2022
Bahr, Jacob	Specialist IA	Separation	Athletics MI Football	1/15/2022
Balogh, Stephanie J	Admin Program Support 2	Retirement	CLAS Business Center	1/1/2022
Baxter, Donald L	Professor	Retirement	Philosophy	1/1/2022
Benjamin, David	Senior Accountant	Retirement	Accounting Office	2/1/2022
Bentley, Harold H	Student Services Prog Assist 2	Separation	UConn Recreation	1/29/2022
Bergeron, Cody	Social Worker	Separation	Stamford Campus	1/26/2022
Billingsley, Carson S	Ed Program Coordinator	Separation	Engineering	1/20/2022
Billington, Vernon E	Software Developer 1	Separation	Student Affairs Info Tech	2/9/2022
Bouchard, Jill L	Academic Advisor 1	Separation	CLAS Academic Services	1/14/2022
Brown, Eileen L	Business Ops Specialist 1	Retirement	Fire Marshal and Bldg Inspect	1/1/2022
Brown, Laura E	EXTENSION EDUCATOR	Separation	Dept of Extension New Haven	2/19/2022
Caiafa, Nicholas P	U Staff Professional 1	Separation	Tech Comm and Industry Rltns	1/3/2022
Cole, Haile E	Asst Professor	Separation	Anthropology	2/19/2022
Concklin, Mary E	EXTENSION EDUCATOR	Separation	Plant Sci and Landscape Arch	1/14/2022
Conroy, Jessica C	Ed Program Assistant 1	Retirement	Communication	3/1/2022
Cotton Kelly, Montique R	Asst Vice President	Separation	Alumni Relations	1/15/2022
Crespi, Jean M	Assoc Professor	Retirement	Geosciences	1/1/2022
Cronin, Carol A	Dining Serv Area Asst Manager	Retirement	Dining Services	1/1/2022

**University of Connecticut Department of Human Resources
 Separations Processed from December 20, 2021 to March 7, 2022
 Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	SEPARATION REASON	DEPARTMENT	DATE
Dautrich, Kenneth J	Assoc Professor	Retirement	Public Policy	2/1/2022
Decker-Wurm, Kathleen A	Envir Health and Safety Spec 2	Separation	Environmental Hlth and Safety	12/17/2021
Dottin-Carter, Dennis	Asst Coach (Specialist IIA)	Separation	Athletics MI Football	1/26/2022
Douglass Williams, Donna L	U Staff Professional 1	Separation	President	12/3/2021
Edsall, Corey	Specialist IIA	Separation	Athletics MI Football	1/26/2022
Ellis, Elizabeth M	Registrar Specialist	Retirement	Waterbury Campus	1/1/2022
Fanikos, Christopher	IT Project Business Analyst	Separation	Nursing-UConn AIMS	12/1/2021
Feldman, Kathleen A	Assoc Professor in Res	Retirement	Molecular and Cell Biology	1/1/2022
Fernow, Todd D	Professor - LAW	Retirement	Law Instruction and Research	2/1/2022
Ferriss, Veronica M	Applications Administrator 2	Retirement	Enterprise Applications	1/1/2022
Francis, Lakeya N	Student Services Prog Coord	Separation	Fraternity and Sorority Dev	1/5/2022
Frankel, Judith P	Student Services Prog Coord	Separation	Pharmacy	1/4/2022
Frasca, Salvatore	Professor	Retirement	Pathobiology	1/1/2022
Garvey, David G	Ed Program Administrator	Retirement	Public Policy	2/1/2022
Gigliotti, Karen M	U Ed Asst 1	Retirement	Athletics	1/1/2022
Gilleland, Abby	Specialist IA	Separation	Athletics WI Volleyball	1/17/2022
Giove, Angela M	Registrar Specialist	Separation	Registrar	12/31/2021
Gomez, Carla B	Ed Program Administrator	Retirement	Human Dev and Family Sciences	1/1/2022
Gouwens, Kenneth V	Professor	Retirement	History	1/1/2022
Gracia, Christopher M	IT Team Lead 2	Separation	Nursing-UConn AIMS	2/1/2022
Graham, Vanessa	Nurse	Separation	Student Health and Wellness	11/20/2021
Grasso, Anthony	Specialist IA	Separation	Athletics MI Football	1/15/2022
Green, Quran R	Residence Hall Director	Separation	Residential Life	1/21/2022

**University of Connecticut Department of Human Resources
 Separations Processed from December 20, 2021 to March 7, 2022
 Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	SEPARATION REASON	DEPARTMENT	DATE
Halpern, Scott	Specialist IA	Separation	Athletics	1/1/2022
Hanlon, Ciara	Ed Program Assistant 2	Separation	Molecular and Cell Biology	1/15/2022
Hildebrandt, Heather	U Staff Professional 3	Separation	Audit and Mgmt Advisory Svcs	1/14/2022
Hoffman, Lily S	Research Asst 3	Separation	Social Work Instruct and Rsrch	1/8/2022
Horton, Jarren	Asst Coach (Specialist IIA)	Separation	Athletics MI Football	1/15/2022
Jackson, David C	Student Services Prog Coord	Separation	ISS Academic Programs Center	12/17/2021
Jones, Kristen	Admin Program Support 2	Separation	UConn Library	2/4/2022
Kang, Hyunju	Postdoctoral Research Assoc	Separation	Nutritional Sciences	1/4/2022
Kazmer, Gary W	Assoc Professor	Retirement	Animal Science	2/1/2022
Kemezis, Michael V	Librarian 2	Separation	UConn Library	1/22/2022
Killian, Stephanie L	Student Services Prog Coord	Separation	Student Union	1/11/2022
Koch Bach, Rachel A	Asst Research Professor	Separation	Plant Sci and Landscape Arch	2/5/2022
Koukoula, Marika	Postdoctoral Research Assoc	Separation	Eversource Energy Center	1/1/2022
Kwak, James	Professor - LAW	Separation	Law Instruction and Research	2/1/2022
Lau, Airey	Postdoctoral Research Assoc	Separation	Psychological Sciences	1/15/2022
Lazenby, James M	Assoc Dean & Professor	Separation	Nursing	1/1/2022
Le, Duong	Postdoctoral Research Assoc	Separation	Mechanical Engineering	2/1/2022
Lesseur, Shawna M	Training & Development Coord	Separation	Environmental Hlth and Safety	1/8/2022
Lowry, Devyn W	Computer Support Specialist 2	Separation	Campus Technology Services	12/4/2021
Ma, Bin	Postdoctoral Research Assoc	Separation	Mechanical Engineering	1/15/2022
Mariano, Marie L	Training & Development Coord	Separation	Project Mgmt and Training	1/31/2022
Meguerdichian, Andrew	Postdoctoral Research Assoc	Separation	Civil and Environ Engineering	1/29/2022
Mishra, Avanish	Research Scientist	Separation	Material Science and Engr	1/18/2022

**University of Connecticut Department of Human Resources
 Separations Processed from December 20, 2021 to March 7, 2022
 Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	SEPARATION REASON	DEPARTMENT	DATE
Moriarty, Jaclyn S	Sr Student Services Prog Admin	Separation	Students with Disabilities Ctr	1/20/2022
Moyseenko, Michael	Specialist IIA	Separation	Athletics MI Football	1/15/2022
Naigles, Mark	Lecturer	Death	Mathematics	12/31/2021
Nelson, Elizabeth	Postdoctoral Research Assoc	Separation	Anthropology	1/24/2022
Ng'Ang'A, John Kinyanj	Postdoctoral Research Assoc	Separation	Chemistry	1/4/2022
Noll, Kenneth M	Professor	Retirement	Molecular and Cell Biology	1/1/2022
O'Day-Stevens, Tamara	Student Services Prog Mngr 3	Separation	Stamford Campus	1/14/2022
Pangilinan, Adam J	Laboratory Technician 3	Separation	Chem and Biomolecular Engr	1/1/2022
Perkins, Darrell	Asst Coach (Specialist IIA)	Separation	Athletics MI Football	12/10/2021
Pigni, Natalia B	Postdoctoral Research Assoc	Separation	Chemistry	12/11/2021
Pitts, Amanda J	U Ed Asst 2	Separation	Provost Academic Affairs	1/4/2022
Pizzuto, William	University Director	Retirement	Waterbury Campus	2/1/2022
Politano, Fabrizio	Postdoctoral Research Assoc	Separation	Chemistry	12/12/2021
Prentice, Tammy L	Ed Program Administrator	Retirement	Mathematics	1/1/2022
Rahman, Muhammad A	Postdoctoral Research Assoc	Separation	Clean Energy Engineering Ctr	1/29/2022
Ramunni, Angelo P	Instructor in Residence	Retirement	Accounting	1/1/2022
Reid, Raymond M	Head Coach (Specialist IVA)	Retirement	Athletics MI Soccer	2/1/2022
Reis renzulli, Sally	DISTINGUISHED PROFESSOR	Retirement	Educational Psychology	1/1/2022
Reiser, Victoria L	Ed Program Assistant 1	Retirement	CAHNR Acad Prog	1/1/2022
Rinaldi, Sandra	Admin Program Support 2	Retirement	Waterbury Campus	2/1/2022
Ronzello, Joanne	Research Asst 3	Retirement	Materials Science Institute	1/1/2022
Saleh, Aya S	Software Developer 2	Separation	Student Affairs Info Tech	12/11/2021
Santa Lucia, Emily A	Admin Program Support 2	Separation	Bursar	1/18/2022

**University of Connecticut Department of Human Resources
 Separations Processed from December 20, 2021 to March 7, 2022
 Presented to the Board of Trustees for Information on Professional Employees**

NAME	TITLE	SEPARATION REASON	DEPARTMENT	DATE
Santos, Katherine	Sen Ed Program Administrator	Separation	Business	1/1/2022
Schleicher, Jeffrey	Graphic Designer	Separation	Business	12/31/2021
Schwartz, Theresa	Research Asst 2	Separation	CT Transportation Institute	12/31/2021
Scott, Matthew D	Specialist IA	Separation	Athletics WI Volleyball	1/2/2022
Seda ramirez, Laurietz	Professor	Death	Lit, Cultures and Languages	12/8/2021
Shaw, Francine W	Assoc Professor	Retirement	English	1/1/2022
Shedd, Kelly C	IT Team Lead 1	Retirement	Bursar	1/1/2022
Simoniello, Jennifer L	Admin Program Support 3	Retirement	Animal Science	2/1/2022
Smith, Aaron L	Asst Coach (Specialist IIA)	Separation	Athletics MI Football	1/14/2022
Smith, Chrystal A	Asst Professor in Res	Separation	Anthropology	1/1/2022
Song, Amanda L	Editor 2	Separation	Liberal Arts and Sciences	12/16/2021
Song, Chao	Psychologist	Separation	Student Health and Wellness	1/8/2022
Song, Jingfeng	Asst Research Professor	Separation	Material Science and Engr	2/14/2022
Sternberg-Ennis, Martha S	Physician	Retirement	Student Health and Wellness	2/1/2022
Sullivan, Mikaela	Admin Program Support 2	Separation	Athletics Marketing	2/5/2022
Tetrault, Andrea M	Business Ops Specialist 3	Separation	Education	2/11/2022
Tucker, Andrew	Research Assoc 1	Separation	CT Transportation Institute	1/15/2022
Wallace, Michael	Professor	Retirement	Sociology	1/1/2022
Weber, Bryan W	Asst Professor in Res	Separation	Mechanical Engineering	1/2/2022
Weiss, Kyle R	Specialist IIA	Separation	Athletics MI Football	1/15/2022
White, Sterling L	Academic Advisor 1	Separation	ISS Academic Programs Center	2/25/2022
Zheng, Youyou	Institutional Research Spec	Separation	Budget, Plan and Inst Research	2/4/2022
Zhou, Libo	Postdoctoral Research Assoc	Separation	Biomedical Engineering	1/4/2022

University of Connecticut Department of Human Resources
Leaves of Absence Processed through 03/03/2022
Presented to the Board of Trustees for Information on Professional Employees

NAME	TITLE	DEPARTMENT	DATES		REASON FOR LEAVE	PAY
			START	END		STATUS
Auguste, Marisa	Research Asst 3	CT Transportation Institute	11/30/2021	1/10/2022	Bonding	Unpaid
Balatsky, Alexander	Professor	Physics	1/6/2022	1/5/2023	Research	Partial Pay - 50%
Dennigan, Darcie	Asst Professor in Res	English	1/6/2022	5/22/2022	Research	Paid
Gordina, Maria	Professor	Mathematics	1/6/2022	5/22/2022	Research	Paid
Grasso, Charles	Research Asst 3	CT Transportation Institute	12/24/2020	6/25/2021	Medical	Partially Paid
Kelly Kearney Lydon	Research Assoc 2	Ed Psychology Gift and Talent	11/10/2021	11/16/2000	Maternity	Unpaid
Kelly Kearney Lydon	Research Assoc 2	Ed Psychology Gift and Talent	11/17/2021	12/31/2021	Bonding	Unpaid
Magnuson, James	Professor	Psychological Sciences	1/6/2022	5/22/2022	Research	Partial Pay - 50%
Oquendo, Angel R	Professor - LAW	Law Instruction & Research	1/6/2022	5/22/2022	Research	Paid
Pawelzik, Jennifer	Research Asst 2	CT Transportation Institute	10/6/2021	12/21/2022	Bonding	Unpaid
Teschke, Carolyn M	Professor	Molecular and Cell Biology	1/6/2022	5/22/2022	Research	Paid
Vanden Berg-Foels, Wendy	Asst Professor	Biomedical Engineering	1/1/2021	12/31/2021	Medical	Unpaid

COMMITTEE AGENDAS

**SPECIAL TELEPHONE MEETING
UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES**

COMMITTEE ON COMPENSATION

AGENDA

Meeting held by Telephone

February 10, 2022

Public Call In Number:
(415) 655-0002 US Toll
Access Code: 629 930 823

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

Call to order at **12:30 p.m.**

1. Public Participation (limited to agenda items)*
* If members of the public wish to address the Committee during the Public Participation portion of the meeting, limited to agenda items, you must submit a request in writing 30 minutes prior to the start of the meeting (by 12:00 p.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your name, telephone number, and topic to be discussed. Per the University By-Laws, the Board may limit public comment to a maximum of 30 minutes. As an alternative, you may also submit your comments via email which will be shared with the Board.
2. Minutes of the Committee on Compensation Special Meeting of January 10, 2022
3. Executive Session
4. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please e-mail the Board of Trustees Office at boardoftrustees@uconn.edu prior to the meeting.*

SPECIAL TELEPHONE MEETING

UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES COMMITTEE FOR DIVERSITY, EQUITY and INCLUSION

AGENDA

Meeting held by Telephone

February 23, 2022

Public Call-in Number:

(415) 655-0002 US Toll

Access Code: 2621 266 2640

Public Access Link: <http://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

Call to order at **9:30 a.m.**

1. Public Participation (limited to agenda items) *

* If members of the public wish to address the Committee during the Public Participation portion of the meeting, limited to agenda items, you must submit a request in writing 30 minutes prior to the start of the meeting (by 9:00 a.m.) to the following email address: boardoftrustees@uconn.edu. Please indicate your name, telephone number, and topic on the agenda to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.

APPROVAL ITEM:

2. Minutes of the Diversity, Equity and Inclusion Committee Meeting of December 7, 2021

PRESENTATION/DISCUSSION ITEMS:

3. Overview of UConn Cultural Centers – Angela Rola, Director, Asian American Cultural Center

4. Proposed Name Changes from Cultural Programs to Cultural Center – Dr. Frank Tuitt, VP/CDO

5. Student Presentations from Native American Cultural Programs & Middle Eastern Cultural Programs

6. Campus Climate Initiative – Edina Oestreicher, Executive Director, UConn Hillel

7. Executive Session (as needed)

8. Adjournment

Please Note: If you are an individual with a disability and require accommodations, please call the Office for Diversity and Inclusion at (860) 486 2422 prior to the meeting.

Telephone Meeting

**University of Connecticut Board of Trustees
Institutional Advancement Committee**

Tuesday, February 8, 2022 at 1:00 p.m.

AGENDA

Meeting held by Telephone

Public Call-In Number:

(415) 655-0002 US Toll

Access Code: 2622 601 6080 # #

(A recording of the meeting will be posted on the Board website

<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)

1. Public Participation*.....Dr. Dennis-LaVigne
*If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting (by 12:30 p.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your name, telephone number, and topic to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.

2. Acceptance of November 16, 2021 Meeting Minutes.....Dr. Dennis-LaVigne
Attachment 1

3. Naming Resolutions
Attachment 2
 - Named Gift Opportunities for New England Sickle Cell Institute.....Mr. Lemon
 - Nicolas Morizio Classroom 214Mr. Lemon
 - Stimson DriveMr. Kendig
 - Center for International Students and Scholars..... Provost Lejuez
 - Lorraine Rose Williams Stage Provost Lejuez

4. Legislative Update.....Ms. Lombardo

5. UConn Foundation / Alumni / Communications Update.....Ms. Cotton Kelly & Mr. Lemon

6. University Communications Update.....Mr. Kendig
Attachment 3

7. Other Business

8. Executive Session (as needed)

9. Adjournment

SPECIAL JOINT TELEPHONE MEETING

UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES

COMMITTEES FOR ACADEMIC AFFAIRS and RESEARCH, ENREPRENEURSHIP AND INNOVATION

AGENDA

Meeting held by Telephone

March 23, 2022

Public Call-in Number:
(415) 655-0002 US Toll
Access Code: 2620 980 6880

Public Access Link:
<http://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

Call to order at **4:00 p.m.**

1. Public Participation (limited to agenda items)*

* If members of the public wish to address the Committee during the Public Participation portion of the meeting, limited to agenda items, you must submit a request in writing 30 minutes prior to the start of the meeting (by 3:30 p.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your *name, telephone number, and topic on the agenda* to be discussed. Per the University By-Laws, the Committee Vice-Chair may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Committee.

2. Innovation Faculty Hires & Entrepreneurial Ecosystem Initiative at the University of Connecticut (UConn)
3. Executive Session (as needed)
4. Adjournment

University of Connecticut & UConn Health
Joint Audit & Compliance Committee Meeting
 March 18, 2022
Agenda

10:00 am – 10:30 am - Executive Session / 10:30 am – 12:00 pm - Public Session

Meeting held by Webex:

<https://uconn-cmr.webex.com/uconn-cmr/j.php?MTID=m13e79312fbd0374df3117f65d2efe6fe>

(Note: this meeting will be recorded)

Topic	Proposed Action	Attachment
Executive Session Anticipated	Review	None
GENERAL		
1. General		
<ul style="list-style-type: none"> • Opportunity for Public Comments* 		None
<ul style="list-style-type: none"> • Minutes of the December 9, 2021 JACC Meeting 	Approval	1.1
AUDIT		
2. External Audit Activities		
<ul style="list-style-type: none"> • Status of External Audit Engagements 	Update	2.1
<ul style="list-style-type: none"> • Approval for UConn Health to Appoint CliftonLarsonAllen LLP as the independent auditors of the John Dempsey Hospital, University Medical Group, and the UCHC Finance Corporation for the fiscal years 2022, 2023 and 2024 	Approval	2.2
<ul style="list-style-type: none"> • UConn Health Audit of the Annual Comprehensive Financial Report for the Year Ended June 30, 2021 	Presentation	2.3
<ul style="list-style-type: none"> • UConn Health Departmental Audit Report For the Fiscal Years Ended June 30, 2019 and 2020 	Presentation	2.4
<ul style="list-style-type: none"> • Marcum – Audits of Financial Statement for the Fiscal Year Ended June 30, 2021 of UConn Health’s John Dempsey Hospital, University Medical Group, & Finance Corporation 	Presentation	2.5
3. Significant Internal Audit Activities		
<ul style="list-style-type: none"> • Status of Audits 	Update	3.1
<ul style="list-style-type: none"> • Status of Audit Findings 	Update	3.2
<ul style="list-style-type: none"> • AMAS Staffing 	Update	3.3
COMPLIANCE		
4. Compliance Activities		
<ul style="list-style-type: none"> • Significant Compliance Activities 	Update	4.1
<ul style="list-style-type: none"> • Office of Science and Technology Policy implementation guidance related to the National Security Strategy for U.S. Government-Supported Research and Development (NSPM-33) 	Presentation	4.2
<ul style="list-style-type: none"> • Informational/Educational Items 	Informational	4.3
INFORMATION TECHNOLOGY		
5. Information Technology Update		
<ul style="list-style-type: none"> • UConn 	Update	5.1
<ul style="list-style-type: none"> • UConn Health 	Update	5.2
CLOSING		
6. Conclusion of Full Meeting		

* If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting (by 9:30 a.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your **name, telephone number, and topic** to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.

**University of Connecticut Board of Trustees
Committee for Research, Entrepreneurship and Innovation**

Tuesday, March 8, 2022

Meeting held by Telephone:

Public Call in #: (415) 655-0002 US Toll
Access Code: 2621 104 2248

Livestream: <https://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

AGENDA

Call to order at **1:00 p.m.**

1. Public Participation*

* If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting by 12:30 p.m. to the following email address: BoardCommittees@uconn.edu. Please indicate your name, telephone number, and topic on the agenda to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Committee.

ACTION ITEM:

2. Minutes of the Special Meeting of the Research, Entrepreneurship and Innovation Committee of November 16, 2021.

PRESENTATION/DISCUSSION ITEMS:

3. Pamir Alpay – Interim Vice President for Research, Entrepreneurship and Innovation
4. David Noble – Director, Werth Institute for Entrepreneurship and Innovation
5. School of Business Accomplishments and Future Plans
John Elliott – Dean, School of Business
Greg Reilly – Department Head, Management
Jennifer Mathieu – Director, Connecticut Center for Entrepreneurship and Innovation
6. Other business
7. Executive Session (as needed)
8. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please call or e-mail the Board of Trustees Office at (860) 486-2333 or boardoftrustees@uconn.edu prior to the meeting.*

TELEPHONE MEETING

UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES

STUDENT LIFE COMMITTEE

February 16, 2022, at 4:30 p.m.

AGENDA

Meeting held by Telephone

Public Call-In Number:

(415) 655-0002 US Toll

Access Code: 2622 748 3652

Livestream: <https://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

1. Call to Order
2. Public Participation*
* If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting (by 4:00 p.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your name, telephone number, and topic to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.
3. Approval of the Minutes of the Student Life Committee Meeting of October 27, 2021
4. Opening and COVID Update
5. UConn Praxis Update
6. Pedestrian Safety
7. Other Business
8. Executive Session (as needed)
9. Adjournment

Academic Affairs

Board of Trustees
ACADEMIC AFFAIRS COMMITTEE
University of Connecticut
Tuesday, March 29, 2022
1:00 p.m.

Meeting held by Telephone

Public Call-In Number:

(415) 655-0002 US Toll

Access Code: 2624 963 1311

Public Access Link:

<http://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

Call to order at **1:00 p.m.**

1. Public Participation*

* If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting (by 12:30 p.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your name, telephone number, and topic to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.

PRESENTATIONS:

2. Academic Affairs Update

ATTACHMENT

I

ACTION ITEMS:

- | | |
|---|----|
| 3. Minutes of the Academic Affairs Committee Meeting of January 25, 2022 | II |
| 4. Tenure at Hire | 10 |
| 5. Promotion Recommendation | 11 |
| 6. Designation of Emeritus Status | 12 |
| 7. Sabbatical Leave Recommendations | 13 |
| 8. Appointment of Professor José E. Manautou, Ph.D. to the Boehringer-Ingelheim Pharmaceuticals, Inc. Chair in Mechanistic Toxicology | 14 |
| 9. New Graduate Certificate in Literacy Leadership | 15 |
| 10. New Graduate Certificate in Oceanographic Science & Technology Certificate | 16 |
| 11. Establishment of the School of Public Policy | 17 |

INFORMATIONAL ITEMS:

- 12. Faculty Consulting Program A
 - The University of Connecticut Consulting Program FY21 Annual Report
 - Report on the University of Connecticut’s compliance with CGS 1-84(r) Faculty Consulting Program: Report Issued by the Faculty Consulting Oversight Committee
- 13. Academic Program Inventory B

DISCUSSION ITEM:

- 14. Notification of Proposed Changes to the *By-Laws of the University of Connecticut*
 - Article XII – The Institutes and Centers in Academic Affairs 23
 - Article XIV.K – Retirement 24
 - Article XIV.L – Leaves of Absence 25

ATTACHMENT A

**REPORT ON THE UNIVERSITY OF CONNECTICUT'S
COMPLIANCE WITH CGS 1-84(r)
FACULTY CONSULTING PROGRAM**

January 25, 2022

Report Issued by the Faculty Consulting Oversight Committee

SUMMARY

Pursuant to a change in the Connecticut State Statutes and action by the University of Connecticut Board of Trustees, new policies and procedures for approving consulting activities for the Faculty and members of the AAUP bargaining unit were implemented in December 2007. The Board of Trustees approved the latest revisions to these policies in April 2013.

Faculty Consulting Offices (FCOs) were established in Storrs and at UConn Health to oversee the consulting request and approval process and provide training to those who consult and for those who must participate in the consulting approval process, such as department heads and deans. A University-wide Consulting Management Committee (CMC) was convened to provide recommendations regarding the identification and management of potential Conflicts of Interest arising from consulting activities.

As required by CGS 1-84(r), the Faculty Consulting Oversight Committee was convened including members appointed by the Legislature/Executive branch and from the Citizens' Ethics Advisory Board. This Committee has met on a regular basis to review the implementation of the consulting program and to review audits of the program conducted by the University's Office of Audit, Compliance and Ethics.

Implementing this program required development of policies, procedures, forms and databases; identification and training of staff; and awareness and training of faculty, department heads, and deans. The Office of Audit, Compliance and Ethics has carried out annual (and previously semiannual) audits as required and as expected, have identified areas in which clarifications and improvements have been recommended. The University has developed procedures to address all identified issues in a timely and appropriate manner.

The Faculty Consulting Oversight Committee has determined that the University of Connecticut complies with CGS 1-84(r). The oversight required by the Act, including the Faculty Consulting Oversight Committee itself and the audits, has and will continue to perform ongoing review, assessment and improvements to the program.

The Oversight Committee has no explicit recommendations for improvement of the program at the current time and has concluded that the University has made a committed effort to oversee the process and implement improvements, as necessary.

To date, the program, with its policies, procedures, and implementation, have resulted in a system that proactively identifies and manages potential conflicts of interest. Any individual who does not participate with the program is subject to sanctions by the University and may also be subject to additional sanctions by the Office of State Ethics.

BACKGROUND

Public Act (PA) 07-166 (Section 12)¹, approved on June 19, 2007, created a carve-out from the portion of the State Ethics Code dealing with consulting. Participating in appropriate consulting activities is viewed as being mutually beneficial for the University and its faculty and the intent of the Act is to enable such activities.

This carve-out applies to faculty and members of the faculty bargaining unit (herein fore referenced as “faculty”) of a constituent unit of the State system of higher education. In the context of the Act, “consulting” represents situations in which faculty are compensated for services rendered while not acting as a State employee. The request to consult must be based on the faculty member’s expertise in a field or prominence in such field and not due to the State position held. Faculty must receive prior approval before such consulting begins. No other State agency requires prior approval or any such mandated disclosure of outside employment activities.

The Act transfers final authority for approval of such activities to the University and it allows management plans to be implemented for addressing perceived conflicts of interest. Specifically, the legislation allowed these individuals to enter into a consulting agreement with a public or private entity, provided such agreement or project does not conflict with the individual’s employment as determined by policies established by the Board of Trustees for such constituent unit.

This carve-out from the State Ethics Code is predicated on a set of requirements being met including significant institutional oversight. The University of Connecticut Board of Trustees (BOT) approved the University’s “Policy on Consulting for Faculty and Members of the Faculty Bargaining Unit,” and reviewed the operational procedures for implementation, on September 25, 2007. The Policy and Procedures define a consistent set of rules for consulting for all the faculty of the University. These documents have been reviewed and revised by the BOT several times since 2007 in order to make improvements to the program.²

The new consulting system became fully operational on December 15, 2007. Since that time, both the Storrs Campus and UConn Health campus have each established a Faculty Consulting Office (FCO) with reporting lines and staffing. Usage data systems have been developed by each FCO. Further, both campuses have developed on-line and live training programs.

Requests to consult must be reviewed and approved by each faculty member’s department head, dean, and the provost’s designees (one for each campus). A subset of consulting activities with very low risk of conflict of interest are eligible for an accelerated approval process that only requires the approval of the department head.

At the end of the fiscal year, each faculty member must submit a reconciliation report indicating variances from the requested time spent consulting during the normal work time and confirming any and all appropriate reimbursements for use of University resources, if any.

¹ See <http://consulting.uconn.edu/state-statutes/>

² The policy and procedures governing consulting may be found at: <http://consulting.uconn.edu/consulting-policies-procedures/>

If a faculty member does not adhere to the provisions described in the Act or the University's Consulting Policy and Procedures, the Office of State Ethics retains jurisdiction over the activity and has the responsibility for assessing compliance with the State Code of Ethics and whether additional sanctions are justified. Violations of the University's Consulting Policy and Procedures will in addition be subject to sanctions issued by the University which may result in termination.

CONSULTING MANAGEMENT COMMITTEE (CMC)

As required by the implementation procedures, a University-wide Consulting Management Committee (CMC) was first convened on December 10, 2007. The CMC was previously authorized to review and recommend disposition of certain consulting situations that did not have obvious resolution. The CMC offered input on unforeseen situations put before it that might arise as a result of consulting activities. The CMC provided advice to the directors of the Faculty Consulting Offices on an *ad hoc* basis and reviewed eleven general situations resulting in formal position papers. For example, based on one position paper, participation in promotional presentations with pharmaceutical companies has been banned.³ As of FY22, the CMC will continue to review the audit reports, monitor implementation of management plans and provide feedback relating to the consulting policy and system from the perspective of the faculty. However, due to the complex regulatory environment in which consulting resides, questions related to specific cases will no longer be addressed by the committee but will be examined collaboratively by the FCOs, Compliance, the Office for the Vice President of Research and other relevant University offices.

AUDITS

As required in CGS 1-84(r), the University's Office of Audit, Compliance and Ethics has conducted audits on the University's faculty consulting program⁴. Per standard practice, management has had the opportunity to provide responses to each audit finding and recommendation. These audits are reviewed by the Joint Audit and Compliance Committee of the Board of Trustees as well as by the Faculty Consulting Oversight Committee.⁵

FACULTY CONSULTING OVERSIGHT COMMITTEE

As required in CGS 1-84(r), the Faculty Consulting Oversight committee meets on an on-going basis to review the University's compliance with CGS 1-84(r), and to file annual reports regarding such compliance with the University's Board of Trustees and to the Legislature. This document is the thirteenth in a series of such reports.⁶ The Committee's responsibility is to ensure that the University complies with the provisions of the Act and the University's policies and procedures on consulting. It may also make recommendation for improvements to the consulting program.

The membership of the Faculty Consulting Oversight Committee is:

³ These position papers and the minutes of the CMC may be found at: <https://consulting.uconn.edu/policy-oversight-and-archives/cmc/>

⁴ Initially, audits were required twice a year but the legislature changed this to a once a year audit schedule starting in FY 12.

⁵ Copies of past audits may be found at: <https://consulting.uconn.edu/policy-oversight-and-archives/audits/>

⁶ Past reports may be found at: <https://consulting.uconn.edu/policy-oversight-and-archives/audits/>

Name	Background
Cobb, C.	Professor, School of Education
Dennis-Lavigne, A	Member, Board of Trustees
Chiusano, C.	Citizen's Ethics Advisory Board
Fox, K.	Professor Emerita, School of Business
Freedman, J. (chair)	Former Legislator
Krisst, I.	Former UConn Administrator
Silbart, L.	Professor, School of Allied Health
Siegle, D.	Professor, School of Education

The Committee last met on January 25, 2022 and reviewed and approved this annual report by email on February 7, 2022. It has reviewed the FY 20 final internal audit report and the FY 2021 annual report of the Faculty Consulting Offices (attached⁷). The former was presented at the Joint Audit and Compliance Committee of the University's Board of the Trustees and the latter will be reviewed at an upcoming meeting of the Board of Trustees along with this report from the Oversight Committee.

The Committee believes the program was effectively initiated and through ongoing revisions has been improved. In fact, in many regards the program is more rigorous than those governing other State employees not covered by CGS 1-84(r), especially through the requirement for approval prior to the consulting activities taking place.

Annual audits have led to improvements to the Consulting Program including revisions to the consulting request form, enhancements to the training program, improving the clarity and predictability of decision making, and assuring sufficient information is available to inform the decision making of the approvers. The University has developed an on-line request form/approval process that became operational in FY 12 and has been revised in FY 13, FY 14, FY 15 and replaced on October 1, 2020. This system has successfully addressed its objectives. All of these actions assure compliance with CGS 1-84(r).

The initial implementation of the consulting program, both in terms of logistics and compliance, has met initial expectations. There have been occasional differences in interpretations regarding the requirements of CGS 1-84(r) and the University's Policy and Procedures. The audit processes in place appear to be working to identify such areas and to report them to senior management and to the Faculty Consulting Oversight Committee. Management has demonstrated its willingness to address the audit findings in a timely manner. Management appears to be keenly aware of the need to fully comply with CGS 1-84(r).

The Committee takes note that the number and severity of audit finding has decreased over time and this demonstrates management's commitment to operate the program optimally and in full compliance with the Legislature's intent for the program. The Committee also takes notes that the two Faculty Consulting Offices (Storrs/regional campuses and at UConn Health) work together exceedingly well and thus present a consistent and reliable approach to consulting across all the units of the University.

⁷ The Office of Audit and Managerial Services has found this report to be materially correct.

The Oversight Committee did not issue recommendations for improvement based on the audit from FY 2020.

VOLUME OF CONSULTING ACTIVITIES

In FY 21, the thirteenth full year of operations, the Faculty Consulting Office on the Storrs Campus received 1,075 requests to consult from 482 individuals. The UConn Health office received 762 requests from 218 individuals. Both campuses had a 100% response rate for those individuals required to complete reconciliation reports. The FY 21 annual report of the University's Faculty Consulting Program is attached.

THE UNIVERSITY OF CONNECTICUT CONSULTING PROGRAM FY 2021 ANNUAL REPORT

SUMMARY

FY 21 (July 1, 2020 – June 30, 2021) represented the thirteenth full year of operation of the University's consulting program that was implemented in mid FY 08. The policies and procedures remained materially the same throughout the year. As discussed later in this report, the Faculty Consulting Offices (FCOs) work with other relevant offices at the University of Connecticut on an active program of continuous improvement with regard to the faculty consulting program.

Vice Provost Gladis Kersaint took over as Provost's Designee at Storrs & regionals, on March 1, 2021. Dr. Jody Terranova was hired in May 2021 to succeed Dr. Scott Wetstone (formally taking the role of Director of Faculty Consulting at UConn Health on July 1, 2021) and Ms. Razan Jazeh became the Administrative Program Coordinator in the UConn Health Faculty Consulting Office.

The FCOs continue to maintain close working relationships with the Office of the Vice President for Research, the Office of Research Compliance, and the Clinical Conflict of Interest Committee at UConn Health. Both FCOs now regularly receive updates on the establishment of new faculty affiliated companies.

As mandated by legislation, the Faculty Consulting Oversight Committee (including a member of the Citizen's Ethics Advisory Board and members appointed by the Legislature) filed its twelfth annual report with the UConn Board of Trustees and to the Legislature in the winter of 2021. This was a positive report. The Oversight Committee continues to monitor all audit reports related to the program and will issue its thirteenth report in the winter of 2022.

CONSULTING MANAGEMENT COMMITTEE

The Consulting Management Committee (CMC) met multiple times in Spring of 2021 to discuss that sanctions can be issued for a pattern of continual under-reporting of remuneration for consulting activities by faculty, and issues related to dual employment and contracting with other state agencies by faculty engaged in consulting activities.

The Consulting Management Committee (CMC) is being reconstituted in FY22 to ensure representation across all campuses and faculty levels and will now have clearly defined terms for committee members. The CMC will continue to review the audit reports, monitor the implementation of management plans, and will provide feedback relating to the consulting policy and system from the perspective of faculty. However, questions related to the approval of specific cases will no longer be addressed by the committee. The consulting approval process is a complex regulatory space that can cross multiple University, State, and even Federal policies and statutes. These decisions can be complex and have the potential to create personal risk for faculty and institutional risk for the University. Complex decisions related to

specific consulting requests are usually examined collaboratively between the FCOs, Compliance, and the Office for the Vice President for Research, with others at the University (e.g., Labor Relations) involved when relevant. No faculty have appealed to the CMC in relation to decisions related to consulting approvals in the last several years, but policy and procedures are in the process of being updated and will no longer include the option for appeal to the CMC.

PERFORMANCE NUMBERS: STORRS+ CAMPUS

The FCO on the Storrs+ Campus received 1,075 consulting requests from 482 individuals, accounting for approximately 30% of the full-time faculty who would be eligible to consult¹ (Table 1). Of these, 1,014 were approved (94.3% of the total), 55 were withdrawn (5.1%), and 6 were “stuck” in the OFCAS system at stages below the FCO (0.1%). In FY20, the FCO received 1,133 requests from 503 individuals with 94.3% approved, 0.9% denied, 2.7% withdrawn, and 1.9% “stuck” in the OFCAS system.

All data were analyzed using the information submitted on the FY21 Annual Reconciliation Report. Reconciliation reports have been received from all individuals who engaged in consulting activities.

Of the 1,014 approved and reconciled activities, 876 occurred (86%) and 138 (14%) were not performed. The Storrs+ FCO issued first-offense verbal or written counseling sanctions to 67 faculty members. One faculty member also received three-month suspension from submitting new requests as a result of not reconciling on time. There were no known cases of other non-compliance with the consulting policy.

The mean amount of time spent consulting during normal work time was 3.97 days. Two faculty members reported exceeding the Provost’s recommended maximum of an average of one day per week during normal work hours (39 days for a nine-month appointment). Nine faculty members (1.8% of those who consulted) indicated on their reconciliation reports (9 unique activities) that they used more time during the normal work hours than originally estimated (Table 2). The maximum number of additional days was 9 with a mean of 3.0 days.

PERFORMANCE NUMBERS: UCONN HEALTH CAMPUS

In FY21 the FCO on the UConn Health Campus received 762 consulting requests from 218 individuals (Table 3). Of these, 727 were approved (95.4% of the total), 25 (3.3%) were withdrawn or system errors, and 9 (1.2%) were denied, and 1 request was a test (0.1). In FY 20 the FCO received 690 requests from 207 individuals with 95.9% approved and 2.2% denied.

Reconciliation reports were received on time from all those who engaged in consulting activities and who remained on the payroll when reconciliation reports were due. Several individuals left employment with UConn Health and therefore 12 approved activities did not have reconciliation reports.

¹ The total number eligible faculty was obtained from the UConn 2021 Fact Sheet.

Of the 727 approved activities, 611 occurred (84%) and 104 (14.3%) did not occur, all of which were reconciled. There were 218 unique members who performed at least one consulting activity during the fiscal year. The mean amount of time spent consulting during normal work time per faculty member was 3.10 days with a maximum of 36.0 days and a median of 1.0 day. The UConn Health FCO issued verbal or written counseling (sanctions) to seven faculty members. Of these, six were for late submissions or unanticipated compensation. It was determined that all six of these requests would have been approved if submitted on time. One request resulted in disciplinary action, supported by Labor Relations. All instances of counseling and disciplinary action were recorded on the sanctions log.

Eight faculty members used more time during the normal work hours than originally estimated and approved (Table 4). Based on our pre-established threshold of more than 1 day, the department head level approver was notified of 4 faculty members who used more than one authorized day than was approved. The department chair will determine the appropriate action.

AUDIT FINDINGS

By State statute, the consulting program must be audited by the internal audit office of each constituent unit which is currently the Office of Audit and Management Advisory Services. The original audit schedule was twice a year but starting in FY 13 the requirement was revised to once each year².

The sixteenth audit, covering the period of time from July 1, 2019 - June 30, 2020 (FY 20) was issued on June 10, 2021. The auditors' overall conclusions were that the University is in compliance with CGS 1-84(r) and the University's Policy on Consulting. The auditors also concluded that the FY 20 Annual Report of the Faculty Consulting Office was materially correct and no new observations were identified in their report. No management responses were requested from this audit as many issues had been preemptively addressed through OFCAS-4 upgrades.

The auditors recognized that efforts have been made to address recurring observations identified in the FY20 audit. These efforts were operationalized in FY 21 and would not be fully reflected in the data they reviewed. These included: 1) The use of accrued leave by management exempt employees with a faculty title for consulting activities performed during normal work time. 2) Accelerated approval routing logic to account for foreign consulting activities and expected compensation exceeding the \$5,000 threshold. 3) The use of University resources in consulting activities including equipment, service centers, and travel expenses.

The auditors will confirm and evaluate the corrective actions in the FY2021 Faculty Consulting Audit.

² All finalized audit reports, FCO annual reports, and Oversight Committee annual reports are posted on the University's consulting web site: <https://consulting.uconn.edu/>

The auditors identified a small number of cases in which faculty submitted requests after the expected start date or with insufficient lead time for review and timely approval, approvals received after the expected start date and reconciliations after the September 15th deadline. Review of the Sanctions Log indicated that appropriate sanctions were applied in these cases.

Through interviews and questionnaires completed by a sampling of department heads, the auditors noted that while a majority of department heads were familiar with the consulting policy, they did identify a lack of knowledge of aspects of the Faculty Consulting Policy pertaining to Faculty Affiliated Companies and characterization of consulting activities. The FCOs implemented department head training in the summer of 2020 to address these gaps.

The auditors noted that Faculty Affiliated Companies are a risk area in terms of potential conflicts of interest. They encouraged more data sharing between the FCO and the Office of the Vice President for Research. OVPR now has full, real-time access to the new OFCAS-4 system and its data.

The auditors identified that some UConn faculty members did not adhere to the practice of spending an average of one day per week, or less, of normal work time on consulting activities. They also found consulting activities performed during the summer months that 9-month and 10-month faculty did not account for in effort reporting.

The auditors also identified that consulting requests with foreign entities were occasionally routed through the Accelerated Approval process in OFCAS. This has since been corrected with the addition of a question addressing work with a foreign entity in OFCAS-4.

Similarly, a finding that faculty were not accurately reporting use of state resources has since been addressed with changes to data collection in OFCAS-4.

ISSUES FOR FY 22

- Transition to InfoEd: FY21 has been our first full fiscal year utilizing our upgraded consulting system (OFCAS-4). However, we are working toward a significant system change and in the current fiscal year will be transitioning to InfoEd. This will enable better integration with financial conflicts of interest reporting (including with regard to faculty affiliated companies), and with information related to consulting required for the purpose of grant applications or other information needed for compliance with grant funding and research activities. We are working closely with the Office of the Vice President of Research (OVPR) and are planning an implementation of the new system in early April 2022. This will also require the production of new training materials.
- Revisions and updates to the Faculty Consulting Website: We will continue to update the website with updated training materials and relevant FAQs as we roll out the updated InfoEd-based consulting request form. The website was substantially updated in 2021 to provide clear and accessible information to faculty.

- We are working on revisions of the faculty consulting policy and procedures. The aim is to bring these in line with current policy standards (readability, formatting); to update procedures related to low-COI risk activities (better identifying truly low-COI risk activities, while ensuring all other activities go through appropriate approval pathways); and updating requirements for faculty affiliated companies (FACs) to make clear reporting requirements for consulting for any active FAC.
- We are working with the Office of University Compliance to produce a training module on the Saba platform. This will be optional for any faculty who wish to update their knowledge and can also be assigned in the process of counseling faculty for noncompliance with the policy (*i.e.*, sanctions). We anticipate that this will be complete by March 2022.

G Kersaint
S. Croucher
J. Terranova
January 20, 2022

Table 1 – Storrs+ Requests to Consult

Requests	Total	ATHL	BUS	CAHNR	CLAS	ED	ENG	FA	LAW	NURS	PHARM	SW	Other
#	1075	28	49	106	361	125	88	49	38	38	102	10	81
%	100%	2.60%	4.56%	9.86%	33.58%	11.63%	8.19%	4.56%	3.53%	3.53%	9.49%	0.93%	7.53%
Unique Faculty	Total	ATHL	BUS	CAHNR	CLAS	ED	ENG	FA	LAW	NURS	PHARM	SW	Other
#	482	14	30	40	174	44	46	30	14	19	26	7	38
%	100%	2.90%	6.22%	8.30%	36.10%	9.13%	9.54%	6.22%	2.90%	3.94%	5.39%	1.45%	7.88%
Requests/faculty	Total	ATHL	BUS	CAHNR	CLAS	ED	ENG	FA	LAW	NURS	PHARM	SW	Other
mean	2.23	2	1.6	2.7	2.1	2.8	1.9	1.6	2.7	2	3.9	1.4	2.1
10 or more requests	13	0	0	2	4	1	1	0	0	0	3	0	2

“Other” includes faculty affiliated with the Provost’s Office, the Center for Excellence in Teaching and Learning, and the Vice President for Research, including four UConn Health employees.

Table 2 – Storrs+ Reconciliation Report Variances for Time During Normal Work Hours

Effort During Normal Work Days	
# of faculty with extra days	13
% of faculty with extra days	(2.7%)
min	0.4
max	20.75

Table 3 – UConn Health Requests to Consult

Requests	Total	SoDM	SoM
#	762	84	677
%		11.02%	88.85%
Individual faculty	Total	SoDM	SoM
#	218	33	185
%		15.14%	84.86%
Requests/faculty	Total	SoDM	SoM
mean	3.5	2.5	3.7
median	2.0	2.0	2.0
10 or more requests	12	1	11

Table 4 – UConn Health Reconciliation Report Variances for Time During Normal Work Hours

Effort During Normal Work Days	
# of faculty with extra days	8
% of faculty with extra days	(3.67%)
min	0
max	2

ATTACHMENT B

March 30, 2022

TO: Members of the Board of Trustees

FROM: Carl W. Lejuez, Ph.D.
Provost and Executive Vice President for Academic Affairs

RE: Academic Program Inventory



BACKGROUND:

The Office of Higher Education maintains an inventory of approved academic programs offered by public and independent colleges and universities in Connecticut. Those listings are available to the general public through the Office's web site and provide the most accurate up-to-date information about programs of study in our state.

The information on the Inventory of Approved Academic programs is an important resource and is used to convey educational information to a broad range of constituencies, both in Connecticut and across the country. Additionally, in order for veterans to receive their earned educational benefits, they must be enrolled in a program that is accredited.

The following non-substantive changes and updates are provided to the Board for informational purposes.

Non-Substantive Changes and Updates:

- Name change from Bachelor of Fine Arts in Digital Media and Design *to* Bachelor of Fine Arts in Digital Media Design
- Name change from Bachelor of Arts in Digital Media and Design *to* Bachelor of Arts in Digital Media Design
- Additional location offering of MA in Curriculum and Instruction and MA in Educational Psychology (addition of Stamford campus offering)

Financial Affairs

AGENDA

Meeting of the
FINANCIAL AFFAIRS COMMITTEE
March 29, 2022, at 10:00 a.m.
University of Connecticut

Meeting held by Telephone

Public Call In Number:
(415) 655-0002 US Toll
Access Code: 2622 314 3332

Public Access Link:
<http://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website
<https://boardoftrustees.uconn.edu/> within seven days of the meeting.)*

Call to order at **10:00 a.m.**

1) Public Participation *

* If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting (by 9:30 a.m.) to the following email address: BoardCommittees@uconn.edu. Please indicate your name, telephone number, and topic to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.

2) Executive Session *(as needed)*

ACTION ITEMS:

TAB

- | | |
|---|----------|
| 3) Approval of the Minutes of the Financial Affairs Committee Meeting of December 8, 2021, as circulated | A |
| 4) Contracts and Agreements for Approval | 1 |
| 5) Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors (AAUP) | 26 - TBD |
| 6) Collective Bargaining Agreement with the University of Connecticut Graduate Employees Union (GEU-UAW) | 27 - TBD |
| 7) Collective Bargaining Agreement with the University of Connecticut Professional Employees Union (UCPEA) | 28 - TBD |

CAPITAL PROJECT BUDGETS FOR APPROVAL:

<i>STORRS BASED PROGRAMS</i>	<i>Phase</i>	<i>Budget</i>	<i>Tab</i>
8) Residential Life Facilities: Mansfield Apartments Redevelopment	Design	\$4,600,000	2
9) South Campus Infrastructure	Revised Planning	\$1,250,000	3
10) Mirror Lake Improvements	Revised Design	\$2,600,000	4
11) Gilbert Road Site Preparations	Revised Design	\$1,250,000	5
12) North Campus Student Room Renovations – Phase 3	Final	\$2,415,000	6
13) B4 Steam Vault and Line Exigent Repair	Final	\$5,500,000	7

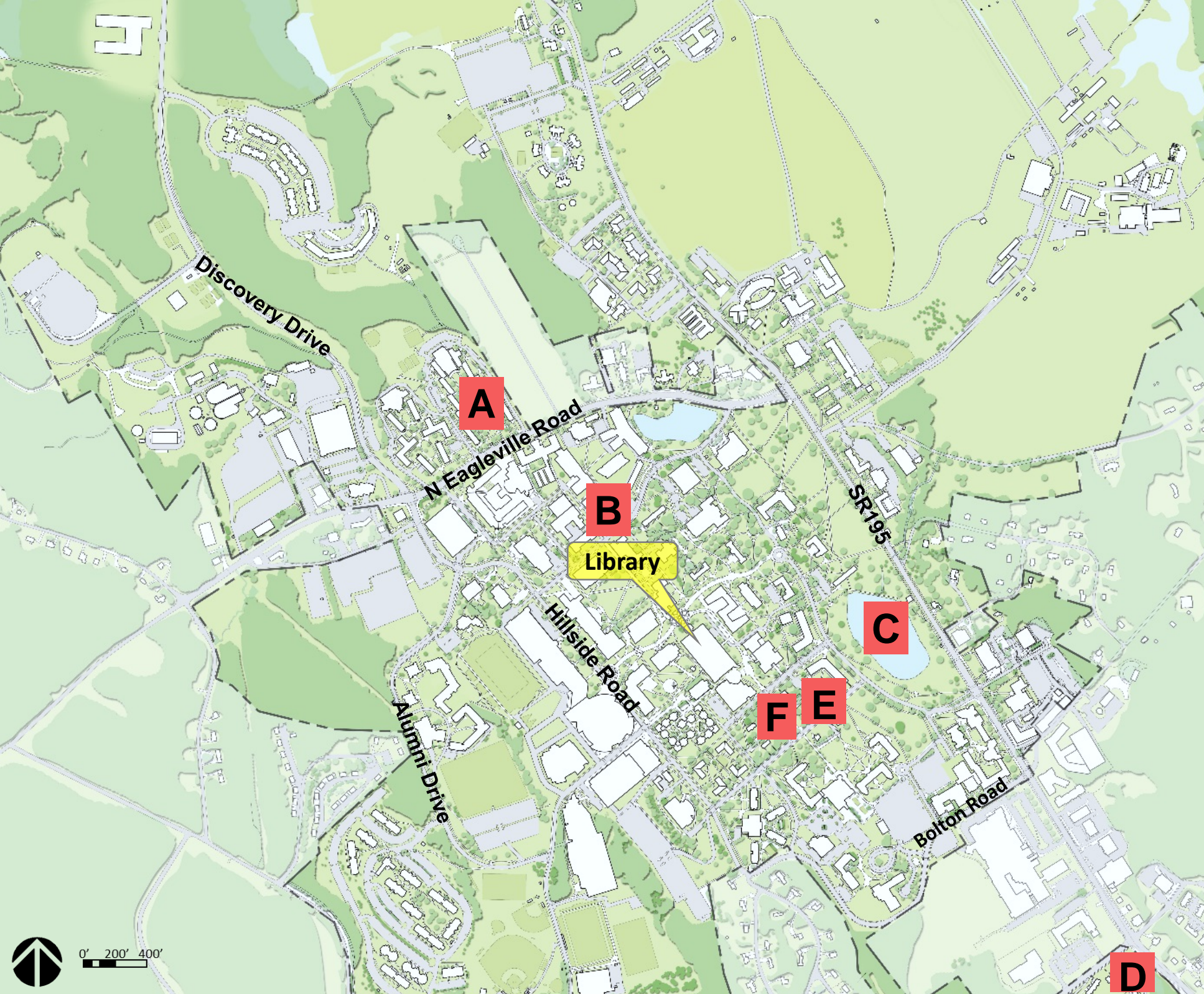
CAPITAL PROJECT BUDGETS FOR APPROVAL:

<i>UCONN HEALTH PROGRAMS</i>			
14) Electro Physiology (EP) Lab Equipment Replacement & Renovation	Planning	\$2,500,000	8
15) Cardio Catheterization (Cath) Lab Equipment Replacement & Renovation	Planning	\$3,700,000	9

INFORMATION ITEMS:

- 16) Project Budget Map B
- 17) Contracts and Agreements for Information C
- 18) UCONN 2000 Book 53
<https://cfo.uconn.edu/wp-content/uploads/sites/2318/2022/02/Report-53-January-2022.pdf>
- 19) Construction Project Status Report
<https://bpir.uconn.edu/wp-content/uploads/sites/1441/2022/03/Construction-Status-Report-3.30.22.pdf>
- 20) Capital Project Expenditures as of 12/31/21:
<https://bpir.uconn.edu/wp-content/uploads/sites/1441/2022/01/Cap-Proj-Exp-Report-12-31-21.pdf>
- 21) Other Business
- 22) Adjournment

ATTACHMENT A



KEY TO PROJECTS

- Final / Revised Final
- A. North Campus Student Room Renovations-Phase 3
 - B. B4 Steam Vault and Exigent Line Repair

- Design / Revised Design
- C. Mirror Lake Improvements
 - D. Residential Life Facilities: Mansfield Apartments Redevelopment
 - E. Gilbert Road Site Preparation

- Planning / Revised Planning
- F. South Campus Infrastructure
 - G. UCH Electro Physiology (EP) Lab Equipment Replacement & Renovation**
 - H. UCH Cardio Catheterization (Cath) Lab Equipment Replacement & Renovation**

**Note: Location not shown on map

ATTACHMENT B

**CONTRACT AGREEMENTS
FOR INFORMATION
March 30, 2022**

PROCUREMENT - AMENDMENTS* FOR INFORMATION

**The Administration is seeking approval to enter into contracts based on the material terms and conditions identified below, subject to final legal review.*

ON-CALL CONSULTANT SERVICES - CIVIL ENGINEERING SERVICES

No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
1	GM2 Associates, Inc.	012.1-13-NV-043021	No Value Contract	05/01/18-04/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$44,200	\$26,800	\$0	On-call civil engineering consultant services for all University campuses to provide support as needed. This is a "no value contract". Amend to extend contract term twelve months, through 04/30/22. This contract is being used for project 300008 - Academic and Research Facilities - Homer Babbidge Library Renovation. This is a CT-based business.

ON-CALL TRADE CONTRACTOR - ELECTRICAL SERVICES

No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
2	Electrical Contractors, Inc.	OC.ELEC2019NV-3	No Value Contract	05/22/19-04/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$637,175	\$109,675	\$0	On-call electrical contractor services to be used at all University campus to provide support as needed. This is a "no value contract" that is being presented for informational purposes to report spend to date. This contract is being used for project FO500058 - Atwater-Electrical Generator Replacement. This is a CT-based, small business.

ON-CALL TRADE CONTRACTOR - GENERAL CONTRACTOR SERVICES

No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
3	Richards Corporation	OC.GC2019NV-8	No Value Contract	01/25/19-04/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$600,721	\$11,591	\$261,156	On-call general contractor services to be used at all University campus to provide support as needed. This is a "no value contract" that is being presented for informational purposes to report spend to date. This contract is being used for project 300185 - NER East Steam Repair. This is a CT-based business.

**CONTRACT AGREEMENTS
FOR INFORMATION
March 30, 2022**

ON-CALL CONSULTANT SERVICES - HAZARDOUS MATERIAL ASSESSMENT, REMEDIATION DESIGN, PROJECT MONITORING AND INDUSTRIAL HYGIENE										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
4	Tighe & Bond, Inc.	004-6-NV-103120	<i>No Value Contract</i>	11/01/17-04/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$678,434	\$291,228	\$251,395	On-call consultant services for hazardous material assessment, remediation design, project monitoring and industrial hygiene for all University campuses to provide support as needed. This is a "no value contract". Amend to extend contract term twelve months, through 04/30/22. This contract is being used for project 901803 - Gant Building Renovations - STEM.

ON-CALL CONSULTANT - MEP SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
5	Thielsch Engineering, Inc.	012.2-15-NV-113019	<i>No Value Contract</i>	12/01/16-11/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$418,963	\$60,663	\$130,203	On-call consultant MEP services for all University campuses to provide support as needed. This is a "no value contract". Amend to extend contract term twelve months, through 11/30/22. This contract is being used for project FO500054 - WPCF Chlorine Contact Chamber Rehabilitation.
6	Tighe & Bond, Inc.	012.2-16-NV-113019	<i>No Value Contract</i>	12/01/16-11/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$125,100	\$52,000	\$22,500	On-call consultant MEP services for all University campuses to provide support as needed. This is a "no value contract". Amend to extend contract term twelve months, through 11/30/22. This contract is being used for project FO500058 - Atwater Electrical Generator Replacement.
7	Urban Engineers, Inc.	012.2-17-NV-113019	<i>No Value Contract</i>	12/01/16-11/30/22	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$116,952	\$73,124	\$8,000	On-call consultant MEP services for all University campuses to provide support as needed. This is a "no value contract". Amend to extend contract term twelve months, through 11/30/22. This contract is being used for project FO500063 - Gampel Generator Replacement.

**CONTRACT AGREEMENTS
FOR INFORMATION
March 30, 2022**

ON-CALL TRADE - TELECOMMUNICATION SERVICES										
No.	Contractor	Contract No.	New Approval Amount	Term	Fund Source	Program Director	Total Expenditures as of 12/31/21	Expenditures FY21	Expenditures FY20	Purpose
8	Fibre Optics Plus Inc	159-3-NV-022823	<i>No Value Contract</i>	02/26/20-02/28/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$542,424	\$109,071	\$68,583	On-call telecommunication services all University campuses to provide support as needed. This is a "no value contract" that is being presented to report spend to date. <i>This contract is being used for the IT Wired Access Layer (WALR) Refresh projects IT1182 Horsebarn Hill/Bio Science Complex, and Project TL2384 - Parking Services Renovation.</i> This is a CT-based small business.
9	Mercury Cabling Systems, Inc.	159-4-NV-022823	<i>No Value Contract</i>	02/26/20-02/28/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$460,708	\$241,692	\$0	On-call telecommunication services all University campuses to provide support as needed. This is a "no value contract" that is being presented to report spend to date. <i>This contract is being used for the IT Wired Access Layer (WALR) Refresh projects IT1376 Jorgenson ClearCom Cabling, IT1384 Jorgensen Lower Theater Cable ClearCom, and for project IT1372 - Steam Metering 2022.</i> This is a CT-based business.
10	Northeastern Comm & Electrical LLC	159-5-NV-022823	<i>No Value Contract</i>	02/26/20-02/28/23	Multiple Sources	Joseph Thompson AVP for University Business Services and CPO	\$582,019	\$47,769	\$0	On-call telecommunication services all University campuses to provide support as needed. This is a "no value contract" that is being presented to report spend to date. <i>This contract is being used for the IT Wired Access Layer (WALR) Refresh projects IT1250 Ratcliffe Hicks, IY1244 Daily Campus, and ISD91724 Lakeside Building Monitors.</i> This is a CT-based, small business.