The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee’s two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to $511 daily and $5,110 total;
- $200 daily and $2,000 total, up to 12 weeks of paid sick leave and expanded family and medical leave paid at $200 daily and $12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). **Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.**

### QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

<table>
<thead>
<tr>
<th>Reason</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</td>
</tr>
<tr>
<td>2.</td>
<td>has been advised by a health care provider to self-quarantine related to COVID-19;</td>
</tr>
<tr>
<td>3.</td>
<td>is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</td>
</tr>
<tr>
<td>4.</td>
<td>is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</td>
</tr>
<tr>
<td>5.</td>
<td>is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</td>
</tr>
<tr>
<td>6.</td>
<td>is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</td>
</tr>
</tbody>
</table>

### ENFORCEMENT

The U.S. Department of Labor’s Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.

For additional information or to file a complaint:

1-866-487-9243  
TTY: 1-877-889-5627  
dol.gov/agencies/whd
Overview of Health Insurance Marketplaces

THIS NOTICE IS REQUIRED BY THE NATIONAL HEALTH REFORM LAW (ALSO KNOWN AS THE AFFORDABLE CARE ACT OR ACA)

This notice is meant to help you understand health insurance Marketplaces, which were set up to make it easier for consumers to compare health insurance plans and enroll in coverage. In Massachusetts, the state Marketplace is known as the Massachusetts Health Connector. Your employer is required by law (§ 1512 of the ACA, which creates 29 U.S.C. 218b) to provide you the information contained in this notice. You may or may not qualify for subsidized health insurance through the Health Connector. If you are offered coverage by your employer that is considered “affordable” and meets a “minimum value” standard according to federal definitions (see below), you most likely will not qualify for the subsidized coverage offered through the Health Connector described in this notice. However, it may still be helpful for you to read and understand the information included here. Please ask your employer for more information if you have questions.

Overview:

As a result of the Affordable Care Act (ACA), there is an easy way for many individuals and small businesses in Massachusetts to buy health insurance: the Massachusetts Health Connector. This notice provides some basic information about the Health Connector, and how coverage available through the Health Connector relates to any coverage that may be offered by your employer. You can find out more by visiting MAhealthconnector.org.

What is the Massachusetts Health Connector?

The Health Connector is our state’s health insurance Marketplace. It helps individuals, families, and small businesses find health insurance that meets their needs and fits their budget. The Health Connector offers “one-stop shopping” to easily find and compare private health insurance options from the state’s leading health and dental insurance companies. Some individuals and families may also qualify for a federal tax credit that lowers their monthly premium right away, as well as cost sharing reductions that can lower out-of-pocket expenses. This tax credit is enabled by §36B of the Internal Revenue Code.

The next open enrollment for individuals and families to buy health insurance coverage through the Health Connector is scheduled to begin on November 1, 2018, and run through January 23, 2019. Individuals and families who experience a qualifying event can shop outside of open enrollment periods. You can find out more by visiting MAhealthconnector.org or calling 1-877 MA ENROLL (1-877-623-6765).

Questions?

Visit MAhealthconnector.org or call 1-877 MA ENROLL (1-877-623-6765) or TTY: 1-877-623-7773, Monday to Friday, 8:00 a.m. to 6:00 p.m.

Employees that live outside of Massachusetts can visit healthcare.gov to find out about Marketplaces in their region.
Can I qualify for federal and state assistance that reduces my health insurance premiums and out-of-pocket expenses through the Health Connector?

Depending on your income, you may qualify for federal and/or state tax credits and other subsidies that reduce your premiums and lower your out-of-pocket expenses if you shop through the Health Connector. You can find out more about the income criteria for qualifying for these subsidies by visiting MAhealthconnector.org or calling 1-877 MA ENROLL (1-877-623-6765).

Does access to employer-sponsored coverage affect my eligibility for help paying for coverage through the Health Connector?

An offer of health coverage from your employer could affect your eligibility for subsidies through the Health Connector. If your income meets the eligibility criteria, you will qualify for subsidies through the Health Connector if:

- Your employer does not offer coverage to you, or
- Your employer does offer you coverage, but:
  - Your employer’s offer of coverage for just you (not including other family members) would require you to spend more than the following percentage(s) of your household income:

<table>
<thead>
<tr>
<th>Is your employer’s individual health insurance coverage affordable?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage for 2018</td>
</tr>
<tr>
<td>Coverage for 2019</td>
</tr>
</tbody>
</table>

or

- The coverage your employer provides does not meet the “minimum value” standard set by federal law (which says that the plan offered has to cover at least 60 percent of total allowed costs).

If you have coverage through your employer but are interested in shopping through the Health Connector, be sure to check with your employer on the rules around how and when you can disenroll from your employer’s group coverage. If you purchase a health plan through the Health Connector instead of accepting health coverage offered by your employer, please note that you will lose the employer contribution (if any) for your health insurance. Also, the amount that you and your employer contribute to your employer-sponsored health insurance is often excluded from federal and state income taxes.

Please note: You can find the most up to date percentages used to calculate affordability here: www.mahealthconnector.org/esi-affordability-calculator.

Questions?
Visit MAhealthconnector.org or call 1-877 MA ENROLL (1-877-623-6765) or TTY: 1-877-623-7773, Monday to Friday, 8:00 a.m. to 6:00 p.m.

Employees that live outside of Massachusetts can visit healthcare.gov to find out about Marketplaces in their region.
EMPLOYER-SPONSORED HEALTH COVERAGE

This section will help you collect information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information.

Does this employer offer employer-sponsored health insurance coverage that is affordable and meets a minimum value standard (according to federal standards) to at least some of its employees? Note: Whether a plan meets “minimum value” can be found on the plan’s Summary of Benefits and Coverage (SBC).

Check one:  
- Yes
- No

For all but non-benefited employees

If yes, and if the employee receiving this notice qualifies for such benefits, they can find out more by contacting:  

address (may be an HR contact, a resource, or an appendix to this document)

If no, or if employee receiving notice does not qualify for such benefits, the Health Connector can help employees evaluate coverage options, cost and eligibility. Please visit MAhealthconnector.org for more information, including an online application for health insurance coverage.
Instructions for Form I-9, Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

Anti-Discrimination Notice. It is illegal to discriminate against work-authorized individuals in hiring, firing, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers CANNOT specify which document(s) the employee may present to establish employment authorization. The employer must allow the employee to choose the documents to be presented from the Lists of Acceptable Documents, found on the last page of Form I-9. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, contact the Immigrant and Employee Rights Section (IER) in the Department of Justice’s Civil Rights Division at https://www.justice.gov/ier.

What is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011.

General Instructions

Both employers and employees are responsible for completing their respective sections of Form I-9. For the purpose of completing this form, the term “employer” means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors, as defined in section 3 of the Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470 (29 U.S.C. 1802). An “employee” is a person who performs labor or services in the United States for an employer in return for wages or other remuneration. The term “Employee” does not include those who do not receive any form of remuneration (volunteers), independent contractors or those engaged in certain casual domestic employment. Form I-9 has three sections. Employees complete Section 1. Employers complete Section 2 and, when applicable, Section 3. Employers may be fined if the form is not properly completed. See 8 USC § 1324a and 8 CFR § 274a.10. Individuals may be prosecuted for knowingly and willfully entering false information on the form. Employers are responsible for retaining completed forms. Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).

These instructions will assist you in properly completing Form I-9. The employer must ensure that all pages of the instructions and Lists of Acceptable Documents are available, either in print or electronically, to all employees completing this form. When completing the form on a computer, the English version of the form includes specific instructions for each field and drop-down lists for universally used abbreviations and acceptable documents. To access these instructions, move the cursor over each field or click on the question mark symbol (엇) within the field. Employers and employees can also access this full set of instructions at any time by clicking the Instructions button at the top of each page when completing the form on a computer that is connected to the Internet.

Employers and employees may choose to complete any or all sections of the form on paper or using a computer, or a combination of both. Forms 1-9 obtained from the USCIS website are not considered electronic Forms 1-9 under DHS regulations and, therefore, cannot be electronically signed. Therefore, regardless of the method you used to enter information into each field, you must print a hard copy of the form, then sign and date the hard copy by hand where required.

Employers can obtain a blank copy of Form I-9 from the USCIS website at https://www.uscis.gov/i-9. This form is in portable document format (.pdf) that is fillable and savable. That means that you may download it, or simply print out a blank copy to enter information by hand. You may also request paper Forms I-9 from USCIS.

Certain features of Form I-9 that allow for data entry on personal computers may make the form appear to be more than two pages. When using a computer, Form I-9 has been designed to print as two pages. Using more than one preparer and/or translator will add an additional page to the form, regardless of your method of completion. You are not required to print, retain or store the page containing the Lists of Acceptable Documents.
The form will also populate certain fields with N/A when certain user choices ensure that particular fields will not be completed. The Print button located at the top of each page that will print any number of pages the user selects. Also, the Start Over button located at the top of each page will clear all the fields on the form.

The Spanish version of Form I-9 does not include the additional instructions and drop-down lists described above. Employers in Puerto Rico may use either the Spanish or English version of the form. Employers outside of Puerto Rico must retain the English version of the form for their records, but may use the Spanish form as a translation tool. Additional guidance to complete the form may be found in the Handbook for Employers: Guidance for Completing Form I-9 (M-274) and on USCIS’ Form I-9 website, I-9 Central.

### Completing Section 1: Employee Information and Attestation

You, the employee, must complete each field in Section 1 as described below. Newly hired employees must complete and sign Section 1 no later than the first day of employment. Section 1 should never be completed before you have accepted a job offer.

**Entering Your Employee Information**

**Last Name (Family Name):** Enter your full legal last name. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the Last Name field. *Examples of correctly entered last names include: De La Cruz, O’Neill, Garcia Lopez, Smith-Johnson, Nguyen.* If you only have one name, enter it in this field, then enter “Unknown” in the First Name field. You may not enter “Unknown” in both the Last Name field and the First Name field.

**First Name (Given Name):** Enter your full legal first name. Your first name is your given name. *Some examples of correctly entered first names include: Jessica, John-Paul, Tae Young, D’Shaun, Mai.* If you only have one name, enter it in the Last Name field, then enter “Unknown” in this field. You may not enter “Unknown” in both the First Name field and the Last Name field.

**Middle Initial:** Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any. If you have more than one middle name, enter the first letter of your first middle name. If you do not have a middle name, enter N/A in this field.

**Other Last Names Used:** Provide all other last names used, if any (e.g., maiden name). Enter N/A if you have not used other last names. For example, if you legally changed your last name from Smith to Jones, you should enter the name Smith in this field.

**Address (Street Name and Number):** Enter the street name and number of the current address of your residence. If you are a border commuter from Canada or Mexico, you may enter your Canada or Mexico address in this field. If your residence does not have a physical address, enter a description of the location of your residence, such as “3 miles southwest of Anytown post office near water tower.”

**Apartment:** Enter the number(s) or letter(s) that identify(jes) your apartment. If you do not live in an apartment, enter N/A.

**City or Town:** Enter your city, town or village in this field. If your residence is not located in a city, town or village, enter your county, township, reservation, etc., in this field. If you are a border commuter from Canada, enter your city and province in this field. If you are a border commuter from Mexico, enter your city and state in this field.

**State:** Enter the abbreviation of your state or territory in this field. If you are a border commuter from Canada or Mexico, enter your country abbreviation in this field.

**ZIP Code:** Enter your 5-digit ZIP code. If you are a border commuter from Canada or Mexico, enter your 5- or 6-digit postal code in this field.

**Date of Birth (mm/dd/yyyy):** Enter your date of birth as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 1980 as 01/08/1980.

**U.S. Social Security Number:** Providing your 9-digit Social Security number is voluntary on Form I-9 unless your employer participates in E-Verify. If your employer participates in E-Verify and:

1. You have been issued a Social Security number, you must provide it in this field; or
2. You have applied for, but have not yet received a Social Security number, leave this field blank until you receive a Social Security number.
Employee’s E-mail Address (Optional): Providing your e-mail address is optional on Form I-9, but the field cannot be left blank. To enter your e-mail address, use this format: name@site.domain. One reason Department of Homeland Security (DHS) may e-mail you is if your employer uses E-Verify and DHS learns of a potential mismatch between the information provided and the information in government records. This e-mail would contain information on how to begin to resolve the potential mismatch. You may use either your personal or work e-mail address in this field. Enter N/A if you do not enter your e-mail address.

Employee’s Telephone Number (Optional): Providing your telephone number is optional on Form I-9, but the field cannot be left blank. If you enter your area code and telephone number, use this format: 000-000-0000. Enter N/A if you do not enter your telephone number.

Attesting to Your Citizenship or Immigration Status

You must select one box to attest to your citizenship or immigration status.

1. A citizen of the United States.


3. A lawful permanent resident: An individual who is not a U.S. citizen and who resides in the United States under legally recognized and lawfully recorded permanent residence as an immigrant. This term includes conditional residents. Asylees and refugees should not select this status, but should instead select "An alien authorized to work" below.

   If you select “lawful permanent resident,” enter your 7- to 9-digit Alien Registration Number (A-Number), including the “A,” or USCIS Number in the space provided. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. At this time, the USCIS Number is the same as the A-Number without the “A” prefix.

4. An alien authorized to work: An individual who is not a citizen or national of the United States, or a lawful permanent resident, but is authorized to work in the United States.

   If you select this box, enter the date that your employment authorization expires, if any, in the space provided. In most cases, your employment authorization expiration date is found on the document(s) evidencing your employment authorization. Refugees, asylees and certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau, and other aliens whose employment authorization does not have an expiration date should enter N/A in the Expiration Date field. In some cases, such as if you have Temporary Protected Status, your employment authorization may have been automatically extended; in these cases, you should enter the expiration date of the automatic extension in this space.

   Aliens authorized to work must enter one of the following to complete Section 1:
   1. Alien Registration Number (A-Number)/USCIS Number; or
   2. Form I-94 Admission Number; or
   3. Foreign Passport Number and the Country of Issuance.

   Your employer may not ask you to present the document from which you supplied this information.

Alien Registration Number/USCIS Number: Enter your 7- to 9-digit Alien Registration Number (A-Number), including the “A,” or your USCIS Number in this field. At this time, the USCIS Number is the same as your A-Number without the “A” prefix. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. If you do not provide an A-Number or USCIS Number, enter N/A in this field then enter either a Form I-94 Admission Number, or a Foreign Passport and Country of Issuance in the fields provided.

Form I-94 Admission Number: Enter your 11-digit I-94 Admission Number in this field. If you do not provide an I-94 Admission Number, enter N/A in this field, then enter either an Alien Registration Number/USCIS Number or a Foreign Passport Number and Country of Issuance in the fields provided.

Foreign Passport Number: Enter your Foreign Passport Number in this field. If you do not provide a Foreign Passport Number, enter N/A in this field, then enter either an Alien Number/USCIS Number or a I-94 Admission Number in the fields provided.

Country of Issuance: If you entered your Foreign Passport Number, enter your Foreign Passport’s Country of Issuance. If you did not enter your Foreign Passport Number, enter N/A.
**Signature of Employee:** After completing Section 1, sign your name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing this form, you attest under penalty of perjury (28 U.S.C. § 1746) that the information you provided, along with the citizenship or immigration status you selected, and all information and documentation you provide to your employer, is complete, true and correct, and you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or using false documentation when completing this form. Further, falsely attesting to U.S. citizenship may subject employees to penalties, removal proceedings and may adversely affect an employee's ability to seek future immigration benefits. If you cannot sign your name, you may place a mark in this field to indicate your signature. Employees who use a preparer or translator to help them complete the form must still sign or place a mark in the Signature of Employee field on the printed form.

If you used a preparer, translator, and other individual to assist you in completing Form I-9:

- Both you and your preparer(s) and/or translator(s) must complete the appropriate areas of Section 1, and then sign Section 1. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to sign these fields. You and your preparer(s) and/or translator(s) also should review the instructions for **Completing the Preparer and/or Translator Certification** below.

- If the employee is a minor (individual under 18) who cannot present an identity document, the employee's parent or legal guardian can complete Section 1 for the employee and enter “minor under age 18” in the signature field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The minor's parent or legal guardian should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the *Handbook for Employers: Guidance for Completing Form I-9 (M-274)* for more guidance on completion of Form I-9 for minors. If the minor's employer participates in E-Verify, the employee must present a list B identity document with a photograph to complete Form I-9.

- If the employee is a person with a disability (who is placed in employment by a nonprofit organization, association or as part of a rehabilitation program) who cannot present an identity document, the employee's parent, legal guardian or a representative of the nonprofit organization, association or rehabilitation program can complete Section 1 for the employee and enter “Special Placement” in this field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The parent, legal guardian or representative of the nonprofit organization, association or rehabilitation program completing Section 1 for the employee should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the *Handbook for Employers: Guidance for Completing Form I-9 (M-274)* for more guidance on completion of Form I-9 for certain employees with disabilities.

**Today's Date:** Enter the date you signed Section 1 in this field. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014. A preparer or translator who assists the employee in completing Section 1 may enter the date the employee signed or made a mark to sign Section 1 in this field. Parents or legal guardians assisting minors (individuals under age 18) and parents, legal guardians or representatives of a nonprofit organization, association or rehabilitation program assisting certain employees with disabilities must enter the date they completed Section 1 for the employee.

**Completing the Preparer and/or Translator Certification**

If you did not use a preparer or translator to assist you in completing Section 1, you, the employee, must check the box marked **I did not use a Preparer or Translator.** If you check this box, leave the rest of the fields in this area blank.

If one or more preparers and/or translators assist the employee in completing the form using a computer, the preparer and/or translator must check the box marked “A preparer(s) and/or translator(s) assisted the employee in completing Section 1,” then select the number of Certification areas needed from the dropdown provided. Any additional Certification areas generated will result in an additional page. The *Form I-9 Supplement*, Section 1 Preparer and/or Translator Certification, can be separately downloaded from the USCIS Form I-9 webpage, which provides additional Certification areas for those completing Form I-9 using a computer who need more Certification areas than the 5 provided or those who are completing Form I-9 on paper. The first preparer and/or translator must complete all the fields in the Certification area on the same page the employee has signed. There is no limit to the number of preparers and/or translators an employee can use, but each additional preparer and/or translator must complete and sign a separate Certification area. Ensure the employee's last name, first name and middle initial are entered at the top of any additional pages. The employer must ensure that any additional pages are retained with the employee's completed Form I-9.
Signature of Preparer or Translator: Any person who helped to prepare or translate Section 1 of Form I-9 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. The Preparer and/or Translator Certification must also be completed if “Individual under Age 18” or “Special Placement” is entered in lieu of the employee’s signature in Section 1.

Today's Date: The person who signs the Preparer and/or Translator Certification must enter the date he or she signs in this field on the printed form. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Last Name (Family Name): Enter the full legal last name of the person who helped the employee in preparing or translating Section 1 in this field. The last name is also the family name or surname. If the preparer or translator has two last names or a hyphenated last name, include both names in this field.

First Name (Given Name): Enter the full legal first name of the person who helped the employee in preparing or translating Section 1 in this field. The first name is also the given name.

Address (Street Name and Number): Enter the street name and number of the current address of the person who helped the employee in preparing or translating Section 1 in this field. Addresses for residences in Canada or Mexico may be entered in this field. If the residence does not have a physical address, enter a description of the location of the residence, such as “3 miles southwest of Anytown post office near water tower.” If the residence is an apartment, enter the apartment number in this field.

City or Town: Enter the city, town or village of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the residence is not located in a city, town or village, enter the name of the county, township, reservation, etc., in this field. If the residence is in Canada, enter the city and province in this field. If the residence is in Mexico, enter the city and state in this field.

State: Enter the abbreviation of the state, territory or country of the preparer or translator’s residence in this field.

ZIP Code: Enter the 5-digit ZIP code of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the preparer or translator's residence is in Canada or Mexico, enter the 5- or 6-digit postal code.

Presenting Form I-9 Documents

Within 3 business days of starting work for pay, you must present to your employer documentation that establishes your identity and employment authorization. For example, if you begin employment on Monday, you must present documentation on or before Thursday of that week. However, if you were hired to work for less than 3 business days, you must present documentation no later than the first day of employment.

Choose which unexpired document(s) to present to your employer from the Lists of Acceptable Documents. An employer cannot specify which document(s) you may present from the Lists of Acceptable Documents. You may present either one selection from List A or a combination of one selection from List B and one selection from List C. Some List A documents, which show both identity and employment authorization, are combination documents that must be presented together to be considered a List A document: for example, the foreign passport together with a Form I-94 containing an endorsement of the alien’s nonimmigrant status and employment authorization with a specific employer incident to such status. List B documents show identity only and List C documents show employment authorization only. If your employer participates in E-Verify and you present a List B document, the document must contain a photograph. If you present acceptable List A documentation, you should not be asked to present, nor should you provide, List B and List C documentation. If you present acceptable List B and List C documentation, you should not be asked to present, nor should you provide, List A documentation. If you are unable to present a document(s) from these lists, you may be able to present an acceptable receipt. Refer to the Receipts section below.

Your employer must review the document(s) you present to complete Form I-9. If your document(s) reasonably appears to be genuine and to relate to you, your employer must accept the documents. If your document(s) does not reasonably appear to be genuine or to relate to you, your employer must reject it and provide you with an opportunity to present other documents from the Lists of Acceptable Documents. Your employer may choose to make copies of your document(s), but must return the original(s) to you. Your employer must review your documents in your physical presence.
Your employer will complete the other parts of this form, as well as review your entries in Section 1. Your employer may ask you to correct any errors found. Your employer is responsible for ensuring all parts of Form I-9 are properly completed and is subject to penalties under federal law if the form is not completed correctly.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on minors and certain individuals with disabilities.

Receipts

If you do not have unexpired documentation from the Lists of Acceptable Documents, you may be able to present a receipt(s) in lieu of an acceptable document(s). New employees who choose to present a receipt(s) must do so within three business days of their first day of employment. If your employer is reverifying your employment authorization, and you choose to present a receipt for reverification, you must present the receipt by the date your employment authorization expires. Receipts are not acceptable if employment lasts fewer than three business days.

There are three types of acceptable receipts:

1. A receipt showing that you have applied to replace a document that was lost, stolen or damaged. You must present the actual document within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.

2. The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual. You must present the actual Permanent Resident Card (Form I-551) by the expiration date of the temporary I-551 stamp, or, if there is no expiration date, within 1 year from the date of admission.

3. The departure portion of Form I-94/I-94A with a refugee admission stamp. You must present an unexpired Employment Authorization Document (Form I-766) or a combination of a List B document and an unrestricted Social Security Card within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.

Receipts showing that you have applied for an initial grant of employment authorization, or for renewal of your expiring or expired employment authorization, are not acceptable.

**Completing Section 2: Employer or Authorized Representative Review and Verification**

You, the employer, must ensure that all parts of Form I-9 are properly completed and may be subject to penalties under federal law if the form is not completed correctly. Section 1 must be completed no later than the employee’s first day of employment. You may not ask an individual to complete Section 1 before he or she has accepted a job offer. Before completing Section 2, you should review Section 1 to ensure the employee completed it properly. If you find any errors in Section 1, have the employee make corrections, as necessary and initial and date any corrections made.

You may designate an authorized representative to act on your behalf to complete Section 2. An authorized representative can be any person you designate to complete and sign Form I-9 on your behalf. You are liable for any violations in connection with the form or the verification process, including any violations of the employer sanctions laws committed by the person designated to act on your behalf.

You or your authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee’s first day of employment. For example, if an employee begins employment on Monday, you must review the employee’s documentation and complete Section 2 on or before Thursday of that week. However, if you hire an individual for less than 3 business days, Section 2 must be completed no later than the first day of employment.

**Entering Employee Information from Section 1**

This area, titled, “Employee Info from Section 1” contains fields to enter the employee’s last name, first name, middle initial exactly as he or she entered them in Section 1. This area also includes a Citizenship/Immigration Status field to enter the number of the citizenship or immigration status checkbox the employee selected in Section 1. These fields help to ensure that the two pages of an employee’s Form I-9 remain together. When completing Section 2 using a computer, the number entered in the Citizenship/Immigration Status field provides drop-downs that directly relate to the employee’s selected citizenship or immigration status.
Entering Documents the Employee Presents

You, the employer or authorized representative, must physically examine, in the employee’s physical presence, the unexpired document(s) the employee presents from the Lists of Acceptable Documents to complete the Document fields in Section 2.

You cannot specify which document(s) an employee may present from these lists. If you discriminate in the Form I-9 process based on an individual’s citizenship status, immigration status, or national origin, you may be in violation of the law and subject to sanctions such as civil penalties and be required to pay back pay to discrimination victims. A document is acceptable as long as it reasonably appears to be genuine and to relate to the person presenting it. Employees must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A documents show both identity and employment authorization. Some List A documents are combination documents that must be presented together to be considered a List A document, such as a foreign passport together with a Form I-94 containing an endorsement of the alien’s nonimmigrant status.

List B documents show identity only, and List C documents show employment authorization only. If an employee presents a List A document, do not ask or require the employee to present List B and List C documents, and vice versa. If an employer participates in E-Verify and the employee presents a List B document, the List B document must include a photograph.

If an employee presents a receipt for the application to replace a lost, stolen or damaged document, the employee must present the replacement document to you within 90 days of the first day of work for pay, or in the case of reverification, within 90 days of the date the employee’s employment authorization expired. Enter the word “Receipt” followed by the title of the receipt in Section 2 under the list that relates to the receipt.

When your employee presents the replacement document, draw a line through the receipt, then enter the information from the new document into Section 2. Other receipts may be valid for longer or shorter periods, such as the arrival portion of Form I-94/ I-94A containing a temporary I-551 stamp and a photograph of the individual, which is valid until the expiration date of the temporary I-551 stamp or, if there is no expiration date, valid for one year from the date of admission.

Ensure that each document is an unexpired, original (no photocopies, except for certified copies of birth certificates) document. Certain employees may present an expired employment authorization document, which may be considered unexpired, if the employee’s employment authorization has been extended by regulation or a Federal Register Notice. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) or I-9 Central for more guidance on these special situations.

Refer to the M-274 for guidance on how to handle special situations, such as students (who may present additional documents not specified on the Lists) and H-1B and H-2A nonimmigrants changing employers.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the M-274 for more guidance on minors and certain persons with disabilities. If the minor’s employer participates in E-Verify, the minor employee also must present a List B identity document with a photograph to complete Form I-9.

You must return original document(s) to the employee, but may make photocopies of the document(s) reviewed. Photocopying documents is voluntary unless you participate in E-Verify. E-Verify employers are only required to photocopy certain documents. If you are an E-Verify employer who chooses to photocopy documents other than those you are required to photocopy, you should apply this policy consistently with respect to Form I-9 completion for all employees. For more information on the types of documents that an employer must photocopy if the employer uses E-Verify, visit E-Verify’s website at www.everify.gov. For non-E-Verify employers, if photocopies are made, they should be made consistently for ALL new hires and reverified employees.

Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or another federal government agency. You must always complete Section 2 by reviewing original documentation, even if you photocopy an employee’s document(s) after reviewing the documentation. Making photocopies of an employee’s document(s) cannot take the place of completing Form I-9. You are still responsible for completing and retaining Form I-9.
List A - Identity and Employment Authorization: If the employee presented an acceptable document(s) from List A or an acceptable receipt for a List A document, enter the document(s) information in this column. If the employee presented a List A document that consists of a combination of documents, enter information from each document in that combination in a separate area under List A as described below. All documents must be unexpired. If you enter document information in the List A column, you should not enter document information or N/A in the List B or List C columns. If you complete Section 2 using a computer, a selection in List A will fill all the fields in the Lists B and C columns with N/A.

**Document Title:** If the employee presented a document from List A, enter the title of the List A document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviation to enter the document title or issuing authority. If the employee presented a combination of documents, use the second and third Document Title fields as necessary.

<table>
<thead>
<tr>
<th>Full name of List A Document</th>
<th>Abbreviations</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Passport</td>
<td>U.S. Passport</td>
</tr>
<tr>
<td>U.S. Passport Card</td>
<td>U.S. Passport Card</td>
</tr>
<tr>
<td>Permanent Resident Card (Form I-551)</td>
<td>Perm. Resident Card (Form I-551)</td>
</tr>
<tr>
<td>Alien Registration Receipt Card (Form I-551)</td>
<td>Alien Reg. Receipt Card (Form I-551)</td>
</tr>
</tbody>
</table>
| Foreign passport containing a temporary I-551 stamp | 1. Foreign Passport  
2. Temporary I-551 Stamp |
| Foreign passport containing a temporary I-551 printed notation on a machine-readable immigrant visa (MRIV) | 1. Foreign Passport  
2. Machine-readable immigrant visa (MRIV) |
| For a nonimmigrant alien authorized to work for a specific employer because of his or her status, a foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status | 1. Foreign Passport, work-authorized non-immigrant  
2. Form I-94/I-94A  
3. Form I-20 or Form DS-2019  
Note: In limited circumstances, certain J-1 students may be required to present a letter from their Responsible Officer in order to work. Enter the document title, issuing authority, document number and expiration date from this document in the Additional Information field. |
| Passport from the Federated States of Micronesia (FSM) with Form I-94/I-94A | 1. FSM Passport with Form I-94  
2. Form I-94/I-94A |
| Passport from the Republic of the Marshall Islands (RMI) with Form I-94/I-94A | 1. RMI Passport with Form I-94  
2. Form I-94/I-94A |
| Receipt: The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and photograph | Receipt: Form I-94/I-94A w/ I-551 stamp, photo |
| Receipt: The departure portion of Form I-94/I-94A with an unexpired refugee admission stamp | Receipt: Form I-94/I-94A w/refugee stamp |
| Receipt for an application to replace a lost, stolen or damaged Permanent Resident Card (Form I-551) | Receipt replacement Perm. Res. Card (Form I-551) |
| Receipt for an application to replace a lost, stolen or damaged Employment Authorization Document (Form I-766) | Receipt replacement EAD (Form I-766) |
| Receipt for an application to replace a lost, stolen or damaged foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status | 1. Receipt: Replacement Foreign Passport, work-authorized nonimmigrant  
2. Receipt: Replacement Form I-94/I-94A  
3. Form I-20 or Form DS-2019 (if presented) |
| Receipt for an application to replace a lost, stolen or damaged passport from the Federated States of Micronesia with Form I-94/I-94A | 1. Receipt: Replacement FSM Passport with Form I-94  
2. Receipt: Replacement Form I-94/I-94A |
| Receipt for an application to replace a lost, stolen or damaged passport from the Republic of the Marshall Islands with Form I-94/I-94A | 1. Receipt: Replacement RMI Passport with Form I-94  
2. Receipt: Replacement Form I-94/I-94A |

**Issuing Authority:** Enter the issuing authority of the List A document or receipt. The issuing authority is the specific entity that issued the document. If the employee presented a combination of documents, use the second and third Issuing Authority fields as necessary.
**Document Number:** Enter the document number, if any, of the List A document or receipt presented. If the document does not contain a number, enter N/A in this field. If the employee presented a combination of documents, use the second and third Document Number fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the Student and Exchange Visitor Information System (SEVIS) number in the third Document Number field exactly as it appears on the Form I-20 or the DS-2019.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the List A document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. If the document uses text rather than a date to indicate when it expires, enter the text as shown on the document, such as “D/S” (which means, “duration of status”). For a receipt, enter the expiration date of the receipt validity period as described above. If the employee presented a combination of documents, use the second and third Expiration Date fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the program end date here.

**List B - Identity:** If the employee presented an acceptable document from List B or an acceptable receipt for the application to replace a lost, stolen, or destroyed List B document, enter the document information in this column. If a parent or legal guardian attested to the identity of an employee who is an individual under age 18 or certain employees with disabilities in Section 1, enter either "Individual under age 18" or "Special Placement" in this field. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on individuals under age 18 and certain person with disabilities.

If you enter document information in the List B column, you must also enter document information in the List C column. If an employee presents acceptable List B and List C documents, do not ask the employees to present a List A document. If you enter document information in List B, you should not enter document information or N/A in List A. If you complete Section 2 using a computer, a selection in List B will fill all the fields in the List A column with N/A.

**Document Title:** If the employee presented a document from List B, enter the title of the List B document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority.

<table>
<thead>
<tr>
<th>Full name of List B Document</th>
<th>Abbreviations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver's license issued by a State or outlying possession of the United States</td>
<td>Driver's license issued by state/territory</td>
</tr>
<tr>
<td>ID card issued by a State or outlying possession of the United States</td>
<td>ID card issued by state/territory</td>
</tr>
<tr>
<td>ID card issued by federal, state, or local government agencies or entities (Note: This selection does not include the driver's license or ID card issued by a State or outlying possession of the United States as described in B1 of the List of Acceptable Documents.)</td>
<td>Government ID</td>
</tr>
<tr>
<td>School ID card with photograph</td>
<td>School ID</td>
</tr>
<tr>
<td>Voter's registration card</td>
<td>Voter registration card</td>
</tr>
<tr>
<td>U.S. Military card</td>
<td>U.S. Military card</td>
</tr>
<tr>
<td>U.S. Military draft record</td>
<td>U.S. Military draft record</td>
</tr>
<tr>
<td>Military dependent's ID card</td>
<td>Military dependent's ID card</td>
</tr>
<tr>
<td>U.S. Coast Guard Merchant Mariner Card</td>
<td>USCG Merchant Mariner card</td>
</tr>
<tr>
<td>Native American tribal document</td>
<td>Native American tribal document</td>
</tr>
<tr>
<td>Driver's license issued by a Canadian government authority</td>
<td>Canadian driver's license</td>
</tr>
<tr>
<td>School record (for persons under age 18 who are unable to present a document listed above)</td>
<td>School record (under age 18)</td>
</tr>
<tr>
<td>Report card (for persons under age 18 who are unable to present a document listed above)</td>
<td>Report card (under age 18)</td>
</tr>
<tr>
<td>Clinic record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Clinic record (under age 18)</td>
</tr>
<tr>
<td>Doctor record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Doctor record (under age 18)</td>
</tr>
<tr>
<td>Hospital record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Hospital record (under age 18)</td>
</tr>
<tr>
<td>Day-care record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Day-care record (under age 18)</td>
</tr>
<tr>
<td>Nursery school record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Nursery school record (under age 18)</td>
</tr>
<tr>
<td>Full name of List B Document</td>
<td>Abbreviations</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Individual under age 18 endorsement by parent or guardian</td>
<td>Individual under Age 18</td>
</tr>
<tr>
<td>Special placement endorsement for persons with disabilities</td>
<td>Special Placement</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Driver's License issued by a State or outlying possession of the United States</td>
<td>Receipt: Replacement driver's license</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged ID card issued by a State or outlying possession of the United States</td>
<td>Receipt: Replacement ID card</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged ID card issued by federal, state, or local government agencies or entities</td>
<td>Receipt: Replacement Gov't ID</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged School ID card with photograph</td>
<td>Receipt: Replacement School ID</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Voter's registration card</td>
<td>Receipt: Replacement Voter reg. card</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged U.S. Military card</td>
<td>Receipt: Replacement U.S. Military card</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Military dependent's ID card</td>
<td>Receipt: Replacement U.S. Military dep. card</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged U.S. Military draft record</td>
<td>Receipt: Replacement Military draft record</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged U.S. Coast Guard Merchant Mariner Card</td>
<td>Receipt: Replacement Merchant Mariner card</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Driver's license issued by a Canadian government authority</td>
<td>Receipt: Replacement Canadian DL</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Native American tribal document</td>
<td>Receipt: Replacement Native American tribal doc</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged School record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement School record (under age 18)</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Report card (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement Report card (under age 18)</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Clinic record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement Clinic record (under age 18)</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Doctor record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement Doctor record (under age 18)</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Hospital record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement Hospital record (under age 18)</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Day-care record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement Day-care record (under age 18)</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Nursery school record (for persons under age 18 who are unable to present a document listed above)</td>
<td>Receipt: Replacement Nursery school record (under age 18)</td>
</tr>
</tbody>
</table>

**Issuing Authority:** Enter the issuing authority of the List B document or receipt. The issuing authority is the entity that issued the document. If the employee presented a document that is issued by a state agency, include the state as part of the issuing authority.

**Document Number:** Enter the document number, if any, of the List B document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the List B document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.
List C - Employment Authorization: If the employee presented an acceptable document from List C, or an acceptable receipt for the application to replace a lost, stolen, or destroyed List C document, enter the document information in this column. If you enter document information in the List C column, you must also enter document information in the List B column. If an employee presents acceptable List B and List C documents, do not ask the employee to present a list A document. If you enter document information in List C, you should not enter document information or N/A in List A. If you complete Section 2 using a computer, a selection in List C will fill all the fields in the List A column with N/A.

Document Title: If the employee presented a document from List C, enter the title of the List C document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority. If you are completing the form on a computer, and you select an Employment authorization document issued by DHS, the field will populate with List C #7 and provide a space for you to enter a description of the documentation the employee presented. Refer to the M-274 for guidance on entering List C #7 documentation.

<table>
<thead>
<tr>
<th>Full name of List C Document</th>
<th>Abbreviations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security Account Number card without restrictions</td>
<td>(Unrestricted) Social Security Card</td>
</tr>
<tr>
<td>Certification of Birth Abroad (Form FS-545)</td>
<td>Form FS-545</td>
</tr>
<tr>
<td>Certification of Report of Birth (Form DS-1350)</td>
<td>Form DS-1350</td>
</tr>
<tr>
<td>Consular Report of Birth Abroad (Form FS-240)</td>
<td>Form FS-240</td>
</tr>
<tr>
<td>Original or certified copy of a U.S. birth certificate bearing an official seal</td>
<td>Birth Certificate</td>
</tr>
<tr>
<td>Native American tribal document</td>
<td>Native American tribal document</td>
</tr>
<tr>
<td>U.S. Citizen ID Card (Form I-197)</td>
<td>Form I-197</td>
</tr>
<tr>
<td>Identification Card for use of Resident Citizen in the United States (Form I-179)</td>
<td>Form I-179</td>
</tr>
<tr>
<td>Employment authorization document issued by DHS (List C #7)</td>
<td>Employment Auth. document (DHS) List C #7</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Social Security Account Number Card without restrictions</td>
<td>Receipt: Replacement Unrestricted SS Card</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Original or certified copy of a U.S. birth certificate bearing an official seal</td>
<td>Receipt: Replacement Birth Certificate</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Native American Tribal Document</td>
<td>Receipt: Replacement Native American Tribal Doc.</td>
</tr>
<tr>
<td>Receipt for the application to replace a lost, stolen or damaged Employment Authorization Document issued by DHS</td>
<td>Receipt: Replacement Employment Auth. Doc. (DHS)</td>
</tr>
</tbody>
</table>

Issuing Authority: Enter the issuing authority of the List C document or receipt. The issuing authority is the entity that issued the document.

Document Number: Enter the document number, if any, of the List C document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List C document. The document is not acceptable if it has already expired, unless USCIS has extended the expiration date on the document. For instance, if a conditional resident presents a Form I-797 extending his or her conditional resident status with the employee's expired Form I-551, enter the future expiration date as indicated on the Form I-797. If the document has no expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

Additional Information: Use this space to note any additional information required for Form I-9 such as:
- Employment authorization extensions for Temporary Protected Status beneficiaries, F-1 OPT STEM students, CAP-GAP, H-1B and H-2A employees continuing employment with the same employer or changing employers, and other nonimmigrant categories that may receive extensions of stay
- Additional document(s) that certain nonimmigrant employees may present
- Discrepancies that E-Verify employers must note when participating in the IMAGE program
- Employee termination dates and form retention dates
- E-Verify case number, which may also be entered in the margin or attached as a separate sheet per E-Verify requirements and your chosen business process
- Any other comments or notations necessary for the employer's business process

You may leave this field blank if the employee's circumstances do not require additional notations.
**Entering Information in the Employer Certification**

**Employee's First Day of Employment:** Enter the employee's first day of employment as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy).

**Signature of Employer or Authorized Representative:** Review the form for accuracy and completeness. The person who physically examines the employee's original document(s) and completes Section 2 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing Section 2, you attest under penalty of perjury (28 U.S.C. § 1746) that you have physically examined the documents presented by the employee, the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 2 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

**Today's Date:** The person who signs Section 2 must enter the date he or she signed Section 2 in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print the form to write the date in this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

**Title of Employer or Authorized Representative:** Enter the title, position or role of the person who physically examines the employee's original document(s), completes and signs Section 2.

**Last Name of the Employer or Authorized Representative:** Enter the full legal last name of the person who physically examines the employee's original documents, completes and signs Section 2. Last name refers to family name or surname. If the person has two last names or a hyphenated last name, include both names in this field.

**First Name of the Employer or Authorized Representative:** Enter the full legal first name of the person who physically examines the employee's original documents, completes, and signs Section 2. First name refers to the given name.

**Employer's Business or Organization Name:** Enter the name of the employer's business or organization in this field.

**Employer's Business or Organization Address (Street Name and Number):** Enter an actual, physical address of the employer. If your company has multiple locations, use the most appropriate address that identifies the location of the employer. Do not provide a P.O. Box address.

**City or Town:** Enter the city or town for the employer's business or organization address. If the location is not a city or town, you may enter the name of the village, county, township, reservation, etc., that applies.

**State:** Enter the two-character abbreviation of the state for the employer's business or organization address.

**ZIP Code:** Enter the 5-digit ZIP code for the employer's business or organization address.

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**Completing Section 3: Reverification and Rehires**

Section 3 applies to both reverification and rehires. When completing this section, you must also complete the Last Name, First Name and Middle Initial fields in the Employee Info from Section 1 area at the top of Section 2, leaving the Citizenship/Immigration Status field blank. When completing Section 3 in either a reverification or rehire situation, if the employee's name has changed, record the new name in Block A.

**Reverification**

Reverification in Section 3 must be completed prior to the earlier of:

- The expiration date, if any, of the employment authorization stated in Section 1, or
- The expiration date, if any, of the List A or List C employment authorization document recorded in Section 2 (with some exceptions listed below).

Some employees may have entered "N/A" in the expiration date field in Section 1 if they are aliens whose employment authorization does not expire, e.g. asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau. Reverification does not apply for such employees unless they choose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

You should not reverify U.S. citizens and noncitizen nationals, or lawful permanent residents (including conditional residents) who presented a Permanent Resident Card (Form I-551). Reverification does not apply to List B documents.
For reverification, an employee must present an unexpired document(s) (or a receipt) from either List A or List C showing he or she is still authorized to work. You CANNOT require the employee to present a particular document from List A or List C. The employee is also not required to show the same type of document that he or she presented previously. See specific instructions on how to complete Section 3 below.

**Rehires**

If you rehire an employee within three years from the date that the Form I-9 was previously executed, you may either rely on the employee’s previously executed Form I-9 or complete a new Form I-9.

If you choose to rely on a previously completed Form I-9, follow these guidelines.

- If the employee remains employment authorized as indicated on the previously executed Form I-9, the employee does not need to provide any additional documentation. Provide in Section 3 the employee’s rehire date, any name changes if applicable, and sign and date the form.
- If the previously executed Form I-9 indicates that the employee’s employment authorization from Section 1 or employment authorization documentation from Section 2 that is subject to reverification has expired, then reverification of employment authorization is required in Section 3 in addition to providing the rehire date. If the previously executed Form I-9 is not the current version of the form, you must complete Section 3 on the current version of the form.
- If you already used Section 3 of the employee’s previously executed Form I-9, but are rehiring the employee within three years of the original execution of Form I-9, you may complete Section 3 on a new Form I-9 and attach it to the previously executed form.

Employees rehired after three years of original execution of the Form I-9 must complete a new Form I-9.

Complete each block in Section 3 as follows:

**Block A - New Name:** If an employee who is being reverified or rehired has also changed his or her name since originally completing Section 1 of this form, complete this block with the employee’s new name. Enter only the part of the name that has changed, for example: if the employee changed only his or her last name, enter the last name in the Last Name field in this Block, then enter N/A in the First Name and Middle Initial fields. If the employee has not changed his or her name, enter N/A in each field of Block A.

**Block B - Date of Rehire:** Complete this block if you are rehiring an employee within three years of the date Form I-9 was originally executed. Enter the date of rehire in this field. Enter N/A in this field if the employee is not being rehired.

**Block C - Complete this block if you are reverify ing expiring or expired employment authorization or employment authorization documentation of a current or rehired employee. Enter the information from the List A or List C document(s) (or receipt) that the employee presented to reverify his or her employment authorization. All documents must be unexpired.**

**Document Title:** Enter the title of the List A or C document (or receipt) the employee has presented to show continuing employment authorization in this field.

**Document Number:** Enter the document number, if any, of the document you entered in the Document Title field exactly as it appears on the document. Enter N/A if the document does not have a number.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the document you entered in the Document Title field as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). If the document does not contain an expiration date, enter N/A in this field.

**Signature of Employer or Authorized Representative:** The person who completes Section 3 must sign in this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to sign your name in this field. By signing Section 3, you attest under penalty of perjury (28 U.S.C. §1746) that you have examined the documents presented by the employee, that the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 3 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.
Today's Date: The person who completes Section 3 must enter the date Section 3 was completed and signed in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to enter the date in this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Name of Employer or Authorized Representative: The person who completed, signed and dated Section 3 must enter his or her name in this field.

What is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the “DHS Privacy Notice” below.

USCIS Forms and Information

For additional guidance about Form I-9, employers and employees should refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) or USCIS' Form I-9 website at https://www.uscis.gov/i-9-central.

You can also obtain information about Form I-9 by e-mailing USCIS at I-9Central@dhs.gov, or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

You may download and obtain the English and Spanish versions of Form I-9, the Handbook for Employers, or the instructions to Form I-9 from the USCIS website at https://www.uscis.gov/i-9. To complete Form I-9 on a computer, you will need the latest version of Adobe Reader, which can be downloaded for free at http://get.adobe.com/reader/. You may order paper forms at https://www.uscis.gov/forms/forms-by-mail or by contacting the USCIS Contact Center at 1-800-375-5283 or 1-800-767-1833 (TTY).

Information about E-Verify, a web-based system that allows employers to confirm the eligibility of their employees to work in the United States, can be obtained at https://www.e-verify.gov or by contacting E-Verify at https://www.e-verify.gov/contact-us.

Employees with questions about Form I-9 and/or E-Verify can reach the USCIS employee hotline by calling 1-888-897-7781 or 1-877-875-6028 (TTY).

Photocopying Blank and Completed Forms I-9 and Retaining Completed Forms I-9

Employers may photocopy or print blank Forms I-9 for future use. All pages of the instructions and Lists of Acceptable Documents must be available, either in print or electronically, to all employees completing this form. Employers must retain each employee's completed Form I-9 for as long as the individual works for the employer and for a specified period after employment has ended. Employers are required to retain the pages of the form on which the employee and employer entered data. If copies of documentation presented by the employee are made, those copies must also be retained. Once the individual's employment ends, the employer must retain this form and attachments for either 3 years after the date of hire (i.e., first day of work for pay) or 1 year after the date employment ended, whichever is later. In the case of recruiters or referrers for a fee (only applicable to those that are agricultural associations, agricultural employers, or farm labor contractors), the retention period is 3 years after the date of hire (i.e., first day of work for pay).

Forms I-9 obtained from the USCIS website that are not printed and signed manually (by hand) are not considered complete. In the event of an inspection, retaining incomplete forms may make you subject to fines and penalties associated with incomplete forms.

Employers should ensure that information employees provide on Form I-9 is used only for Form I-9 purposes. Completed Forms I-9 and all accompanying documents should be stored in a safe, secure location.

Form I-9 may be generated, signed, and retained electronically, in compliance with Department of Homeland Security regulations at 8 CFR 274a.2.
AUTHORITIES: The information requested on this form, and the associated documents, are collected under the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

PURPOSE: The primary purpose for providing the requested information on this form is for employers to verify your identity and employment authorization. Consistent with the requirements of the Immigration Reform and Control Act of 1986, employers use the Form I-9 to document the verification of the identity and employment authorization for new employees to prevent the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This form is completed by both the employer and employee, and is ultimately retained by the employer.

DISCLOSURE: The information you provide is voluntary. However, failure to provide the requested information, including your Social Security number (if applicable), and any requested evidence, may result in termination of employment. Failure of the employer to ensure proper completion of this form may result in the imposition of civil or criminal penalties against the employer. In addition, knowingly employing individuals who are not authorized to work in the United States may subject the employer to civil and/or criminal penalties.

ROUTINE USES: This information will be used by employers as a record of their basis for determining eligibility of an individual to work in the United States. The employer must retain this completed form and make it available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section. DHS may also share this information, as appropriate, for law enforcement purposes or in the interest of national security.

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 35 minutes per response, when completing the form manually, and 26 minutes per response when using a computer to aid in completion of the form, including the time for reviewing instructions and completing and retaining the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Coordination Division, Office of Policy and Strategy, 20 Massachusetts Avenue NW, Washington, DC 20529-2140; OMB No. 1615-0047. Do not mail your completed Form I-9 to this address.
University Benefits information is enclosed, including:

1. **A Summary of Benefits** specific to positions covered by your bargaining unit (union), if any.

2. **Insurance Benefits**
   When employed by the University, insurance coverages will be available to you from a number of sources. This booklet provides a general overview of these benefits. Materials from the insurance provider offer more comprehensive and authoritative plan information.
   - Massachusetts Group Insurance Commission (GIC): health, life and long-term disability insurances; health and dependent care spending accounts
   - Trust fund: dental (or dental/vision) coverage differs by bargaining unit
   - Union: if your position is represented by a union, you may be eligible for certain insurance coverages offered by your union (most frequently disability and life insurances).

The **Massachusetts Group Insurance Commission** was established by the Legislature in 1955 to provide and administrate health insurance and other benefits to the Commonwealth's employees and retirees, and their dependents and survivors. [www.mass.gov/gic](http://www.mass.gov/gic)

The enclosed GIC Benefits Decision Guide provides an overview of the insurance coverages available to you effective the first day of the month following sixty (60) days of benefited employment & corresponding premiums. Plan design and premiums are re-negotiated in the spring with changes typically effective July 1.

**Please note:**
- Whereas GIC insurances become effective the first day of the month following sixty (60) days of benefited employment, you must submit completed enrollment forms in order for us to begin processing your pay.
- University employees are not eligible for GIC dental coverage as active employees.
- Open enrollment for GIC benefits mid-April to mid-May with the plan effective July 1.

**Health Insurance**
You may change your health insurance plan during open enrollment, which occurs in each spring (mid-April through mid-May) with the change effective July 1. You may add a dependent to your plan effective the first day of any month with supporting documentation (eg, marriage certificate, certificate of birth or adoption, etc.) Note: if adding a newly born / adopted child to your health plan, he or she may be added to the plan effective the date of birth /adoption. Refer to your GIC Benefits Decision Guide for additional qualifying events.

You may continue to provide health insurance coverage for an unmarried dependent until he or she turns 19 years of age. Coverage changes at the end of the month in which the dependent turns 19. At that juncture you must pro-actively complete a Dependent Age 19 to 26 Application for Coverage form in order to enroll your dependent (age 19 to 26) in health coverage. Married dependents are eligible.

Forms and additional information are available at the Human Resources Employee Service Center and on the MA Group Insurance Commission website [www.mass.gov/gic](http://www.mass.gov/gic).

**Life Insurance**
**Basic:** $5,000 term life insurance. You may purchase this coverage independent of health insurance but will automatically be enrolled in basic life insurance if you elect GIC health coverage.
Optional: you may elect up to eight (8) times your annual salary in optional, term life insurance. Any optional life insurance elected after your initial eligibility requires GIC approval based on medical information.

Within 31 days of the birth or adoption you may enroll or increase your Optional Life Insurance coverage up to four times salary without passing a medical evidence of insurability exam. Proof of birth or adoption is required.

**Long-term Disability Insurance (LTD)**
Provides tax-free, partial income replacement if you are disabled from performing work for more than ninety (90) calendar days. You should familiarize yourself with the pre-existing condition clauses associated with this policy.

You can enroll in LTD insurance effective the first day of the month after sixty (60) days of employment. You may establish LTD coverage effective the first of any month thereafter with GIC approval based on medical information.

Note: The Commonwealth purchases LTD and life insurance for individuals enrolled in the Optional Retirement Program (ORP, [http://www.mass.edu/orfacstaff/orp/home.asp](http://www.mass.edu/orfacstaff/orp/home.asp)). These policies are not GIC plans, however you may want to consider your GIC enrollments in the context of these other coverages.

**Health & Dependent Care Spending Accounts**
The Health and Dependent Care Spending Accounts allow you to save money by paying for certain unreimbursed expenses on a pre-tax basis. You may enroll upon hire into a benefited University position and during the Group Insurance Commission’s annual open enrollment period.

**Dental Insurance**
Dental insurance coverage differs based on the bargaining unit (if any) which represents the position in which you are employed. Information about your dental plan (or dental/vision plan) is provided on the union specific summary included with this manual.

Depending on your bargaining unit, you may be required to submit proof of your child’s enrollment in an accredited educational institution each semester in order to continue to provide dental insurance coverage for a dependent child over nineteen (19) years of age through your family dental insurance plan.

Employees in a position represented by AFSCME or PSU/MTA are also eligible for vision coverage through the administrator of their dental plan.

Non-unit employees contribute a portion of the premium for dental coverage; other employees receive dental (or dental/vision) coverage at no charge based on their bargaining agreement.

**Retirement Benefits**
Employees of the Commonwealth of Massachusetts are exempt from Social Security taxes though we pay taxes toward future Medicare benefits. In lieu of Social Security, employees are required to participate in one of two retirement plans:

State Employees’ Retirement System (SERS) is a defined benefit or pension plan. SERS pensions are calculated based on the age at which you retire, years of service contributing to the pension system and your highest five consecutive years of salary averaged together. You vest, or become eligible to
draw a pension as early as sixty (60) years of age with ten (10) full-time equivalent years of creditable service or at any age with twenty (20) full-time equivalent years of creditable service. Part-time service provides pro-rated service toward retirement. Additional information is available at: http://www.mass.gov/treasury/retirement and in the State Employees’ Retirement System portion of this manual.

Service toward SERS retirement may best established if you:

- worked in a position for a town, county or agency of the Commonwealth of Massachusetts,
- qualify as a veteran as defined in M.G.L. c. 32, Section 1, were honorably discharged from active duty and have either 180 days of regular active duty service and a last discharge or release under honorable conditions, or 90 days of active duty service, one (1) day of which is during “wartime”,
- you are teaching at the University and taught full-time for a state or municipal educational institution with which you established no retirement benefits. In this instance you may best eligible to establish service for this “out-of-state” teaching.

Note: this is not an all-inclusive list of service which may best established as creditable service toward retirement from SERS. Complete information is available in M.G.L. Chapter 32 and from the Massachusetts State Board of Retirement.

**During the first 180 days of eligible employment employees in positions exempt from overtime may irrecoverably opt into the Optional Retirement Program:**

Optional Retirement Program (ORP) is defined contribution plan. The Commonwealth contributes 4.3% of your salary to your ORP account in addition to purchasing long-term disability and life insurance for ORP members. You may choose TIAA/CREF, Fidelity or VALIC to manage your ORP retirement account. Additional information available at: www.mass.edu/forfacstaff/orp/home.asp

Contribution and benefit related to these plans is limited to 64% of the IRS salary limit for members effective on or after January 1, 2011. Mandatory retirement contributions for earnings above this salary limit are made to the University GAP plan. You will chose to invest your contributions, and the University’s five percent match, with one of the GAP plan providers (Fidelity, TIAA-CREF or VALIC).

Retiree Health Insurance: You may continue health insurance coverage through the GIC at part-cost as retiree (based on Massachusetts General Laws) if you:

- are drawing a pension from the MA State Employees’ Retirement System (SERS) or
- have established eligibility through the ORP and are making regular monthly withdrawals from your ORP account from which insurance premiums can be withheld.

To qualify for health insurance as a retiree of the ORP you must meet the ORP Policy of Adequacy of Retiree Income for Purposes of Post-Retiree Benefits. Detailed information is available at the Massachusetts Board of Higher Education’s website www.mass.edu/forfacstaff/orp/home.asp.

Optional pre-tax retirement contributions: any benefited employee may choose to donate earnings into a pre-tax retirement accounts. These contributions are in addition to mandatory contributions to SERS or the ORP:
• 403(b) plan vendors: Fidelity and TIAA/CREF. Information about these plans is available at the Human Resources Employee Service Center and on-line at http://www.umassp.edu/employee-center/elective-deferral-retirement-plans

• 457 plan / Empower Retirement: information about this plan is available at the Human Resources Employee Service Center and on-line at https://mass-smart.gwrs.com/login.do

Note: if you have held a non-benefited position with the Commonwealth and contributed to an OBRA account, you may wish to transfer those funds from the OBRA account to a 457 account. This will minimize the fees associated and allow you to control the investment of those funds. Contact Empower Retirement directly at (877) 457-1900 in order to make that conversion.

Legal holidays
Information regarding the Commonwealth’s legal holidays and policy related to payment of those days off is available on-line at http://www.umass.edu/humres/paid-time.

Additional University Benefits & Services
As a benefited University employee you are eligible to take advantage of a number of additional benefits including, but not limited to:

• 529 College Savings Plan
The University helps employees meet savings goals toward the cost of higher education with the Fidelity UFund 529 college savings plan available via payroll deduction. http://personal.fidelity.com/planning
This is a tax-favored plan under Section 529 of the Internal Revenue Code for use at universities, vocational/technical schools, and other eligible post-secondary institutions nationwide.

• Bonds
You may purchase U.S. Savings Bonds (EE) via payroll deduction by setting up a TreasuryDirect account with the Department of Treasury at: https://www.treasurysdirect.gov/indiv/indiv_open.htm and adding the account number to your University Direct Deposit election.

• Center for Early Education and Care (CEEC)
CEED provides full-day and flexible-schedule child care services for toddler and preschool age children (15 months through five years of age). University students and employees receive first priority to enroll their children in the program. Enrollment is offered on a space available basis. UCC meets Massachusetts Office for Children licensing criteria and is accredited by the National Academy of Early Childhood Programs. Telephone: 545-1566

• Dining Services (including University Club)
University Dining Services provides students, faculty and staff with an array of dining options, ranging from self-serve buffet style programs in residential locations to retail dining and the fine in catering. www.umassdining.com/
The University Club, located in the historic Stockbridge House and Homestead, provides a formal, sit-down dining atmosphere to faculty, staff and alumni. www.umassuclub.com/
Accessible Workplace
The Accessible workplace office is responsible for administering reasonable workplace accommodations for faculty and staff, including graduate and undergraduate workers. Employees seeking wemployment-related accommodations should contact the Accessible Workplace Office. www.umass.edu/humres/workplace-accommodations-staff-and-faculty

- University Talent Acquisition
The University’s Talent Acquisition team works with employing departments to advertise vacancies, manages the online job application system and assists in coordinating background checks. (https://www.umass.edu/humres/employment)

- Faculty & Staff Assistance Program (FSAP)
The University’s FSAP offers free and confidential help with personal, family and work-related problems to those who work and teach at the University. (Telephone: 545-0350) http://www.umass.edu/humres/faculty-and-staff-assistance-program

- Five College Federal Credit Union
A full-service, independent cooperative financial institution established to serve employees and immediate family members of the University of Massachusetts, Hampshire College, Smith College, Mt. Holyoke College and Amherst College. (Telephone: 800- 852-5886, www.umassfive.org)

- Information Technologies (IT)
IT provides most computing and telephone services on the UMass Amherst campus as well as offering website housing, technology workshops and on-line tutorials to benefited faculty and staff, www.it.umass.edu

- Libraries
The UMass Amherst Libraries provide printed and electronic information to faculty, staff, and students of the UMass Amherst campus and the Four Colleges. Borrowing privileges are extended to adult residents of Massachusetts and to secondary students under 18 years old. Your University identification card (UCard) operates as your library card. www.library.umass.edu

- Corestream Discount Platform
Employees are eligible for voluntary benefits and discounts administrated through the University System's CoreStream/Compass platform (umass.corestream.com). Voluntary benefits include:

MetLaw / Hyatt Legal Plan
Participants in the MetLaw Legal Plan pay a flat monthly fee for unlimited access to in-network attorneys for a wide range of issues including, but not limited to sale/purchase of a home, wills, trusts and adoptions. Employees may enroll during annual fall open enrollment for coverage effective January 1. www.legalplans.com

Home / Auto Insurance programs
Corestream manages a number of voluntary home and auto insurance programs offering discounted group rates for your personal home and auto insurance needs. Payroll deduction of premium is available.

- Ombuds Office
The Ombuds Office works with University faculty, staff and students to resolve conflicts impartially
without judging, rewarding or punishing parties. Records related to these mediation and investigative services remain confidential unless otherwise required by law. [http://www.umass.edu/ombuds/], telephone: 545-0867

- **University Police Department**
The University of Massachusetts Police Department is a full service police department with a strong tradition of effective crime fighting, traffic management and community outreach. The department establishes a safe and orderly environment in which to pursue research, teaching and learning goals.
- **In case of emergency:** Dial 911
- **Rape Aggression Defense Officer:** 545-3888
- **Anonymous Tips Line:** 413- 577-TIPS (577-8477) **Non-Emergency:** 413-545-2121

- **University Parking Services**
University Parking Services provides safe, orderly, and fair parking for faculty & staff, students, and campus visitors. Parking passes may be purchased at the parking office (51 Forestry Way) [http://parking.umass.edu/index.php/home]

- **Recreational Facilities**
Benefited faculty and staff may pay a fee for use of University recreational facilities. [www.umass.edu/campusrec]

- **Tuition Discount**
Full-time employees, their spouses and unmarried dependent children (through age 25) receive a tuition discount for regularly scheduled courses at any of the five University campuses (50% for Continuing Education courses). Certain fees may be waived for employees but must be paid by spouses and dependents. Tuition for part-time employees will be waived for up to seven credits per semester. Note: UMass Medical School and law school are excluded from tuition discount benefits.

  **Tuition Remission** After six (6) months of employment, full-time employees are eligible for tuition remission for themselves and their spouses and dependent children at public Massachusetts state and community colleges. [www.umass.edu/humres/tuition-benefits]

- **UCard (University Identification Card)**
You may obtain a UCard after having received your first University paycheck. The card operates as your University identification card, library access card and may best established as a fee-free debit card for on-campus purchases. (Room 168 Whitmore Administration Building, Telephone: 545-0197, [www.umass.edu/ucard])

- **UMass Amherst Community Campaign (UMACC)**
The UMass Amherst Community Campaign (UMACC) is an opportunity for UMass Amherst employees to share in the spirit of giving in order to help those in need. Through UMACC, employees can donate via payroll deduction or cash/check to any non-profit organization (any organization with 501(c)(3) tax-exempt status), from human services to the environment, from helping children to supporting the elderly, from around the corner to around the globe. UMACC is the only authorized campus-wide solicitation of UMass Amherst employees conducted on behalf of charitable organizations.

UMACC demonstrates to the community that UMass Amherst employees are committed to helping make the world a better place. Since 1998, employees have donated over $6.5 million dollars to non-
profit organizations through UMACC. For more information, visit www.umass.edu/umacc.

- **University Health Services (UHS)**
  UHS is an on-campus facility providing routine, acute and urgent medical care to University students, faculty and staff. UHS will bill you and/or your health plan for care provided. Emergency care should be obtained by dialing 911 in order to obtain transport to a local hospital. (Telephone: 577-5000, www.umass.edu/uhs)

- **Transit Services**
  UMass Transit is a student-operated bus and van system servicing the University/Five College communities. We're committed to providing safe, efficient, and economical mobility for nearly 19,000 people everyday. www.umass.edu/transit

- **Workplace Learning & Development (WLD)**
  WLD promotes and supports employee and organizational growth, development, and empowerment by providing innovative, high-quality workplace learning programs, resources, and services. Workshops are available to benefited faculty and staff; consulting services are offered to University departments. www.umass.edu/wld

- **Workplace Violence Management Team**
  The Team was established to address, in a systematic way, the potential incidence and prevention of violence in the workplace. Its mission is to coordinate the University's efforts to address workplace violence, including proposing and updating related policies and procedures. To effectively accomplish its mission, the Team is divided into three workgroups -- Prevention, Risk Assessment and Crisis Management.

### IN CASE OF EMERGENCY

<table>
<thead>
<tr>
<th>For Risk Assessment Consultation</th>
<th>DIAL 911</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Information on Coping with Threats and Violence at Work</td>
<td>FSAP, 545-0350</td>
</tr>
<tr>
<td>(if an undergraduate student is involved)</td>
<td>Human Resources, 545-0380</td>
</tr>
<tr>
<td>(if a graduate student is involved)</td>
<td>Employee Labor Relations, 545-2736</td>
</tr>
<tr>
<td>For Information on Personal Safety</td>
<td>Ombuds Office, 545-0867</td>
</tr>
<tr>
<td>For information on coping with Domestic Violence and Sexual Assault</td>
<td>Mental Health Services, 545-2337</td>
</tr>
<tr>
<td>For Information on Employee Training and Organizational Development</td>
<td>Dean of students, 545-2684</td>
</tr>
<tr>
<td></td>
<td>Dean of the Graduate School, 545-5271</td>
</tr>
<tr>
<td></td>
<td>Public Safety, 545-2121</td>
</tr>
<tr>
<td></td>
<td>Everywoman’s Center Counselor/Advocate Program</td>
</tr>
<tr>
<td></td>
<td>Crisis Hotline, 545-0800</td>
</tr>
<tr>
<td></td>
<td>Workplace Learning &amp; Development, 545-1787</td>
</tr>
</tbody>
</table>

- **Other**
  Benefited University faculty and staff are eligible for a series of discounts – information available on-
line at http://www.umass.edu/humres/employee-discounts.

Additionally, University departments offer discounted tickets. For example, Athletics (866-UMASS-TIX, http://www.umassathletics.com/) & the Fine Arts Center (545-2511, https://fac.umass.edu/online) to faculty and staff in many circumstances. Ask when you are placing your order!

**When do you need to touch base with HR as a resource?**

Human Resources staff is available to assist you at the Employee Service Center (Whitmore Administration Building room 325, hours posted online: www.umass.edu/humres/employee-service-center)

HR can assist you with questions regarding a number of issues, including questions regarding your paycheck, tax withholding and W-2, insurance coverage, changes of address, workers compensation, paid leave and much more. www.umass.edu/humres
University of Massachusetts Amherst
Select Policies, Procedures & Guidelines

Policies
University policies are documents that contain concise statements of direction and required action issued by the Board of Trustees. These documents are assigned a Board of Trustee's document number (e.g., Doc.T97-010.)

University Guidelines are statements designed to achieve the requirements of University Policies by establishing specific criteria that must be met in Campus Procedures. These documents are issued by the President.

Campus Procedures are statements designed to comply with the requirements of University Guidelines by establishing specific criteria that must be met by University students, staff, consultants, etc.

The following is not a comprehensive list of University policies, guidelines and procedures, but rather common and important rules with which you should be familiar and to which you should have ready access. These rules are applied in conjunction with federal, state and local laws as well as agreements as defined in bargaining contracts and other union agreements.

Please note that, while generally referenced University-wide policies are contained herein, this manual is not all-encompassing. Additional policies may exist on any given topic, policies contained herein may be updated and information contained in individual and/or bargaining contracts may prevail.
MY EMERGENCY RESPONSE PLAN

My nearest exit and stairs are located:

I can safely evacuate to this building:

I will alert others as I leave.

When I get there, I go to this location in the building:

To call the University Police from on campus phones: 911 or 545-2121

To call the University Police from cell phones: 911-calls Mass. State Police, tell the dispatcher the emergency and they will connect to UMPD

I have 413-545-2121 programmed in my phone under "UMPD" or 545-2121

Rooms in my immediate area that can be locked are:

I can use the following to block the door or tie it shut:

I can hide in the following locations in my immediate area:

I have prepared myself mentally, and I will think of this if I have to fight the attacker:

I will fight to WIN!
Active Threat Response Guide

INTRODUCTION

While much has been focused on shooting incidents, threats to your physical safety come in many forms. It is an unfortunate reality that we must even consider the possibility. Individuals may be armed with firearms, knives, or personal weapons. Other individuals may verbally threaten violence or be in mental crisis. The term “Active Threat” is used to describe the threat as immediate and ongoing. These situations evolve very rapidly and may require immediate action on your part.

Pre-planning for such an incident will be your best chance for surviving an active threat/active shooter incident. Know your escape routes, know how you will respond, and prepare yourself to actively fight the attacker as a last resort. This training guide cannot cover every possible situation that might occur but it is a training tool that can reduce the number of injuries or death if put into action as soon as a situation develops. Time is the most important factor in the optimal management of these types of situations.

These guidelines are based on the best available information and are applicable to any location on campus.

The University Police Department strongly urges each of you to familiarize yourselves with every scenario and the options provided. For the full version please visit the University Police Department website - www.umass.edu/umpd/emergencyprocedures/

ACTIVE SHOOTER / ACTIVE THREAT SCENARIO

What should you do if an armed or dangerous individual is threatening your safety?

First, you should trust your instincts! Real gunshots may sound different than those you have heard on television or in movies. Do not dismiss these sounds, alert others in your immediate area and try to determine where the sounds are coming from.

If you believe someone is shooting a gun then you need to implement your action plan. Your action plan will depend on the immediate situation, however, some common concepts should be in place.

- If you can evacuate the building, do so! You should evacuate “from somewhere, to somewhere.” Your action plan should include identifying those locations where you could seek shelter. If you decide to evacuate the building, do it immediately! Don’t finish work, leave valuables behind, and get out!

- As you leave, alert others of the danger. Once in a safe place, call 911 and tell police dispatch what is happening. Your action plan should include phone numbers to the Police Department.

- If you cannot evacuate the building safely, you need to barricade yourself in an office or other room that can be locked. If the door cannot be locked then move furniture or other heavy objects behind it.

- Once secured in a room try to remain calm by taking slow deep breaths. Contact 911 and alert police dispatch of the situation and your location. Silence cell phones. Your action plan should include locating rooms in your immediate area that can be locked and secured.

- If the shooter is in your immediate area, you should remain as quiet as possible. This is the time when you need to prepare yourself for the reality that the shooter may come face to face with you. Your last resort may be to physically attack the shooter. You must prepare yourself to win that confrontation. How can you do this?

POSITIVE MENTAL PREPARATION - FIGHT TO WIN!

- Find something to distract the shooter’s attention. This can be done by throwing things at the shooter, (plants, chairs, stacks of papers etc.)

- Once the shooter is distracted, you may need to immediately attack the shooter using all available weapons to fight until the shooter is no longer a threat. You may need to take the shooter to the ground and physically hold him/her there until police arrive. Your action plan should prepare you mentally to win and identify possible weapons that could be used to save your life.

- When police arrive, you must obey the commands issued. This is for your safety! Your actions may be considered a threat to responding police officers. Keep your hands in clear view, do not make sudden movements or pick up any type of weapon. Officers will give you further instructions. The first officers you see may not stop to aid injured people. More help will come.
UNIVERSITY OF MASSACHUSETTS
STATEMENT OF AFFIRMATIVE ACTION
AND EQUAL OPPORTUNITY

The University of Massachusetts is committed to a policy of equal opportunity without regard to race, color, religion, gender, gender identity or expression, age, sexual orientation, national origin, ancestry, disability, military status, or genetic information in employment, admission to and participation in academic programs, activities, and services, and the selection of vendors who provide services or products to the University.

To fulfill that policy, the University of Massachusetts is further committed to a program of affirmative action to eliminate or mitigate artificial barriers and to increase opportunities for the recruitment and advancement of qualified minorities, women, persons with disabilities, and covered veterans.

It is the policy of the University of Massachusetts to comply with the applicable federal and state statutes, rules, and regulations concerning equal opportunity and affirmative action.
Affirmative Action and Non-Discrimination Policy Statement

The University of Massachusetts Amherst prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information and any other class of individuals protected from discrimination under state or federal law in any aspect of the access to, admission, or treatment of students in its programs and activities, or in employment and application for employment. Relatedly, University policy prohibits harassment of students and employees (e.g., racial harassment, sexual harassment), and retaliation for filing complaints of discrimination or participating in the resolution process. The University is required to refrain from such discriminatory or retaliatory acts by the following federal laws: Title VI and Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1968, Title I and Title II of the Civil Rights Act of 1991, the Equal Pay Act of 1963, Executive Order 11246 (1965), Title IX of the Education Amendments of 1972 and its regulations found at 34 C.F.R. Part 106 (Title IX), Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Vietnam-era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975 (Age Act), the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act of 1993; Title II of the Genetic Information and Nondiscrimination Act of 2008; and by Massachusetts General Laws, Chapters 151B, 151C, and Chapter 149, all as amended.

Affirmative action in employment is required for women; racial and ethnic minorities; disabled veterans, recently separated veterans, active duty wartime or campaign badge veterans, and Armed Forces service medal veterans; and individuals with disabilities in order to address under-representation in the workforce. Inquiries concerning applicable laws, regulations, and policies should be addressed to the Office of Human Resources, 325 Whitmore Administration Building, 181 Presidents Drive, main number (413) 545-1396, email: askhr@umass.edu, web: www.umass.edu/humres/.

Inquiries concerning the application of Title IX and its regulations (prohibiting sex discrimination) can be reported to the Executive Director for EO, Débora D. Ferreira, at Equal Opportunity Office, 225 Bartlett Hall, 130 Hicks Way, (413) 545-3464, email: equalopportunity@admin.umass.edu, web: www.umass.edu/titleix. Ms. Ferreira is the Title IX Coordinator for the University and directly oversees the resolution of Title IX complaints against employees and third parties. Inquiries concerning Title IX can also be reported to the following Deputy Title IX Coordinators: Patricia Cardoso-Erase (who directly oversees the resolution of Title IX complaints against students), Associate Dean for Conduct and Compliance, Dean of Students Office, 227 Whitmore, (413) 545-2684, email: pcardoso@umass.edu, web: www.umass.edu/dean_students; Becky Lockwood, Associate Director, Rape Crisis/Violence Prevention, Center for Women and Community, 180 Infirmary Way, New Africa House, main number: (413) 545-0883, 24 Hour Rape Crisis Hotline: (413) 545-0800, TTY: 413-577-0940, email cwc@umass.edu, web: www.umass.edu/cwc/; and Brian Henault, Lieutenant, UMass Amherst Police Department, 585 East Pleasant Street, Amherst, MA 01003, non-emergency phone: (413) 545-2121 (Emergency: 911), email: brianh@umass.edu, web: www.umass.edu/umpd/. Inquiries regarding contact information for the Title IX Coordination Team members may also be directed to EO.

The Associate Chancellor for Compliance, or designee, is the Title VI, Section 504, and ADA Coordinator for the University. This person will provide information about the University's obligations with respect to the provisions of nondiscrimination statutes including information about the requirement to provide program accessibility for persons with disabilities.

Inquiries regarding the application of Title IX; Section 504 of the Rehabilitation Act; Title II of the ADA; Title VI of the Civil Rights Act of 1964; and the Age Act may be directed to:

U.S. Department of Education
Office for Civil Rights
5 Post Office Square, 8th Floor
Boston, MA 02109-3921
Telephone: (617) 289-0111
TTY: (800) 877-8339
Inquiries regarding the application of Title VII of the Civil Rights Act of 1964; the Equal Pay Act; Title I of the ADA; the Age Discrimination in Employment Act; and Title II of the Genetic Information Nondiscrimination Act of 2008 to the University may be directed to:

U.S. Equal Employment Opportunity Commission
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Telephone: (800) 669-4000
TTY: (800) 669-6820

Inquiries regarding state laws may be directed to: Massachusetts Commission Against Discrimination, 436 Dwight Street, Room 220, Springfield, MA 01103. Telephone: (413) 739-2145.

Updated: November, 2018
University of Massachusetts Amherst  
Police Department Annual Security Report

In compliance with Federal Regulations and the Jeanne Cleary Disclosure of Campus Crime Statistics Act, a copy of the University of Massachusetts Amherst Annual Security Report is available online at www.umass.edu/umpd/alerts/clerylog. A hard copy of the report may be obtained by contacting the UMass Amherst Police Department at (413) 545-2125. This report includes crime Statistics for the previous three years as well as institutional policies concerning campus security.

Statement of Policy Addressing General Procedures for Reporting a Crime or Emergency  
34 CFR 668.46(b)(ii)

Community members, students, faculty, staff, and guests are encouraged to report all crimes and public safety related incidents to the University of Massachusetts Amherst Police Department in a timely manner.

To report a crime or an emergency from an on-campus phone, call UMAPD at extension 5-2121 or, from outside the University phone system at (413) 545-2121. When using a cell phone, please remember that 911 will not reach the dispatchers at UMAPD. UMAPD recommends pre-programming of cell phones with the UMAPD dispatch number (413-545-2121). Dispatchers are available 24 hours a day 7 days a week to answer your call. UMAPD officers respond to all request for service and are the investigating authority for all crimes on campus.

If assistance is required from off campus, UMAPD dispatchers will contact the appropriate department or agency.

As an added security measure, there are over 100 emergency "HELP" phones located at strategic points on campus. These phones are easily identified by their yellow boxes topped with blue lights. When the red emergency button is pushed, the caller is in immediate contact with the UMAPD. In addition to providing voice contact with a police dispatcher, HELP phone use also enables a dispatcher to pinpoint the caller's location.

When calling for either emergency or non-emergency service, be prepared to:
• Clearly identify yourself;
• state where you are calling from;
• state briefly the nature of your call.

If possible, stay on the line unless otherwise advised by the dispatcher. The dispatcher will summon the appropriate police, fire and/or medical service.

To report a crime that occurs at an off-campus location contact the appropriate local police department. In the case of an emergency it’s always be to dial 911 and follow the procedures outlined above. For the purpose of reporting a crime to the Amherst and Hadley police we include the business numbers for those departments, as well as other UMAPD contacts below:

<table>
<thead>
<tr>
<th>EMERGENCY</th>
<th>911</th>
<th>Other on campus numbers to call for assistance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director/Chief of Police</td>
<td>545-2125</td>
<td>Dean of students Office 545-2684</td>
</tr>
<tr>
<td>Non-Emergency Dispatch</td>
<td>545-2121</td>
<td>Everywoman’s Center 545-0883</td>
</tr>
<tr>
<td>Rape Line</td>
<td>545-2677</td>
<td>Everywoman’s Center 545-0800</td>
</tr>
<tr>
<td>Problem Solving Policing Unit</td>
<td>545-9593</td>
<td>(24 hour crisis hotline)</td>
</tr>
<tr>
<td>Amherst Police Department</td>
<td>259-3000</td>
<td>Office of Housing and Residence Life 545-1964</td>
</tr>
<tr>
<td>Hadley Police Department</td>
<td>584-0883</td>
<td>TIPS line 577-TIPS (-8477)</td>
</tr>
</tbody>
</table>
UMass Emergency Alerts

The University employs a number of different emergency communication methods based on the emergency threat or incident on campus to communicate with members of the campus community. These communication methods include Text Messages (SMS), E-Mails, and the UMass Outdoor Warning Sirens. These systems are in place to provide urgent campus information directly to the campus members.

The UMass Alerts Text Messages are an “Opt-in” system where each individual must sign up to receive these text alerts. Emergency text messages will provide time-sensitive notifications to subscribers' cell phones about situations that pose an immediate risk to the safety of the campus or could significantly disrupt its activities.

Members of the University community are not required to subscribe to this service. However, as text messages provide a critical venue for emergency communications, we urge you to subscribe.

To subscribe, log-in to UMass SPIRE with your Net I.D. at https://www.spire.umass.edu/. Then click on “Main Menu” > “UMass Amherst Alerts” > and “Cell Phone Info” to enter your personal information.
A Policy of Environmental Health & Safety

It is a policy of the University of Massachusetts at Amherst to maintain, insofar as it is reasonable and within its control, an environment for its faculty, staff, students, and visitors that does not adversely affect their health and safety. In support of this policy the University will give high priority, appropriate support, and steady implementation to eliminate where possible, or to reduce to acceptable limits, environmental and occupational hazards that are a threat to the health and safety of personnel or to property.

The ultimate responsibility for the campus safety and environmental health rests with the Chancellor. The Chancellor has delegated to each dean, director, chairperson, and supervisor the responsibility for safety performance within their respective unit. Everyone with supervisory responsibility will be expected to take the initiative so that safe working conditions are maintained, and to request the assistance of the Department of Environmental Health and Safety to expedite action when necessary. Each supervisor must take the initiative to train the employees and students under his/her supervision in safe work practices. In particular, supervisors should ensure that employees and students know (a) all potentially hazardous conditions associated with the operation and the method established to control them, (b) all safety regulations for the area of operation. In addition, supervisors are expected to promote a safety attitude and awareness that will lead employees and students working under their supervision to take a safe course when faced with situations which are not covered by established regulations and practices.

It is incumbent upon each member of the faculty, staff, and student body to provide the constant vigilance necessary to avoid unsafe acts on his/her part. Faculty, staff, and students have an obligation to take all reasonable precautions to prevent injury to themselves or to their fellow employees or students. They are expected to learn and to follow approved standards and procedures which apply to their activities, and to check with their supervisors when they have any doubts concerning potential hazards.

The Chancellor has delegated to the Director of Environmental Health and Safety the responsibility and authority for assuming overall compliance with applicable* health and safety standards on campus. The Director shall adopt as guides applicable health and safety standards promulgated by Federal and State agencies in establishing campus regulations and policy. Published standards of nationally recognized professional health and safety groups may serve as guidelines in the absence of appropriate statutes and governmental regulations. The Department of Environmental Health and Safety is responsible for working with and through academic and service units by identifying and assisting in resolving health and safety problems, recommending standards, evaluating and reporting on the status of compliance with standards, providing technical and support services, recommending necessary modifications, recording, analyzing and reporting accident experience, and developing training resources.

*Applicability will be determined in consultation with the appropriate faculty committees.
In emergency situations and when required to do so by code, regulation, or licensure agreement, the Director of Environmental Health and Safety or his/her representative, in consultation with the appropriate Dean or Director, may require the immediate halt or control of practices or conditions that have been determined to constitute an immediate and serious risk of death or serious harm to members of the campus community. Such actions may be appealed to the Chancellor who will make the final determination as to whether the practices may be reinstated.

The University Health Council serves as a referral board for all advisory and administrative committees related to the matters of environmental health and safety and shall review and recommend changes in University policies pertaining to Environmental Health and Safety issues.

Specific committees on Radiation Safety, Biological Safety, Chemical Safety, and Animal Care which report administratively to the Vice Chancellor for Research and Engagement shall be responsible for reviewing and recommending specific operational policies and practices within their area of expertise. In addition, they may advise the Director of Environmental Health and Safety regarding the application of relevant standards for hazards control.

Kumble R. Subbaswamy, Chancellor
University of Massachusetts Amherst

November 2013
Faculty and Staff Assistance Program  
University of Massachusetts Amherst  
(413) 545-0350  
https://www.umass.edu/humres/faculty-and-staff-assistance-program

The FSAP is a confidential resource for all faculty and staff. FSAP staff are licensed professionals who offer assessment, brief counseling, and referrals to help resolve a broad range of personal, work, and family problems. All faculty, staff, and their immediate family members are eligible to use the FSAP free of charge. The program offers a friendly, accessible and confidential place to discuss matters that affect you, a colleague, a friend, or a loved one. If something is troubling you, it might be beneficial to talk about your concern, in confidence, with a counselor. For more information or to make an appointment, please call us at 545-0350 or stop by the FSAP Office, located in 202-205 Middlesex House, 111 County Circle, Amherst, MA 01003. Open Monday-Friday 9:00 - 5:00.
FICA / MEDICARE DEDUCTION

The Consolidated Omnibus Budget and Reconciliation Act (COBRA) which became law on April 1, 1986 mandates that all state government employees hired on or after April 1, 1986 are required to pay the Medicare portion of the Social Security tax. This tax is 1.45% of a person’s annual salary. The employer is required to match the employee contribution.

Regular weekly deductions will be made from the salaries of University employees subject to the Medicare deduction. An exception to the Medicare deduction may apply to individuals who are hired by the University of Massachusetts Amherst after April 1, 1986 and who are transferring from another state agency or position with continuous state service. Service at the previous state agency must have begun prior to April 1, 1986.

If you feel you should be exempted from the FICA/Medicare deduction, please inform a Human Resources staff member (Employee Service Center, Whitmore Administration Building room 325) as soon as possible.

NOTE: Although the University does not deduct full Social Security and does not require employees to use their social security number for identification purposes, we reserve the right to examine an employee’s social security card to verify that the name on the card matches the name being used for payroll purposes.
Retirement Benefit Guide

YOU SERVE THE COMMONWEALTH. WE SERVE YOU.

SERVE. CONTRIBUTED. RETIRE.
Sound financial planning is critical to running state government with the highest degree of fiscal responsibility, accountability and transparency. Long-term planning is equally important to putting yourself on a path to personal financial security, including a secure retirement.

As your career in public service evolves, you will be presented with a range of options to consider and decisions to make. This guide is designed to help you understand your eligibility for retirement benefits available from the State Employees’ Retirement System. Please review this material carefully, particularly the section on the benefit options.

Please view my office as a resource for you and your families on the many issues surrounding your retirement. Experienced retirement counselors are available for confidential, one-on-one counseling sessions.

For specific questions or walk-in service, please contact the State Retirement Board. Our Boston office is open Monday through Friday from 7:45 a.m. to 5:00 p.m. and our Springfield office is open Monday through Friday from 8:00 a.m. to 5:00 p.m. The offices can be reached by telephone at (617) 367-7770 or (800) 392-6014 (Massachusetts only). Information on your retirement benefits is also available online at mass.gov/retirement.

Thank you for your dedication to our Commonwealth and to its people. Please do not hesitate to reach out with any questions, concerns or feedback you may have.

Sincerely,

Deborah B. Goldberg
Treasurer and Receiver General
Introduction

The State Retirement Board administers the Massachusetts State Employees’ Retirement System (“MSERS”) for state employees and certain other employees of public entities. The Board also administers the former Massachusetts Turnpike Authority Employees’ Retirement System and benefits for members of the Judiciary. The MSERS is a contributory defined benefit retirement system governed by Massachusetts General Law Chapter 32. The system provides retirement, disability, survivor, and death benefits to members and their beneficiaries.

The State Retirement Board is composed of five members and is chaired by State Treasurer Deborah B. Goldberg. The Treasurer appoints the second member. The third and fourth members are elected by the members. The fifth member cannot be an employee, a retiree, or an official of the Commonwealth. The Board processes and approves retirement applications, ordinary and accidental disability retirements, refunds, service purchases, and survivor benefits. Additionally, the Board is a resource for state employees seeking information on retirement.

As pension benefits grow more complex, retirement planning becomes more crucial. By learning about the State’s pension plan you will be on your way to securing a retirement that meets the needs of you and your family. You should become familiar with your eligibility for benefits and understand how it affects you and your family as you plan for the years ahead.

This booklet is intended to provide you with a general outline of retirement benefits offered by the MSERS. It explains eligibility, service, and contribution requirements. Often there are special circumstances concerning retirement and it would be impossible to outline all of the possibilities in this guide. You are encouraged to contact us at (617) 367-7770, toll-free (800) 392-6014 (Massachusetts only), or visit our offices for individual counseling to learn more. Walk-in counseling is available Monday through Friday during scheduled hours at our Boston or Springfield locations. You can also attend one of our retirement seminars, offered at various locations throughout the state.

*Early planning is the key to a successful retirement and a secure financial future!*
Membership

Membership in the system is mandatory for nearly all state employees who are regularly employed on a part-time (minimum of half-time) or full-time permanent basis. If you are regularly employed in the performance of duties for the state you are considered a member-in-service. You remain a member-in-service until you separate from service by reason of retirement, failure of re-election or re-appointment, resignation or removal or discharge from your position or office that you hold.

Contributions by Members-in-Service

All members-in-service make mandatory pre-tax contributions through payroll deductions. Members contribute a percent of their regular compensation based upon when they joined a retirement system in Massachusetts. State law mandates the contribution rate:

<table>
<thead>
<tr>
<th>If you joined a system</th>
<th>Your contribution rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>(and remained a member)</td>
<td></td>
</tr>
<tr>
<td>Prior to January 1, 1975</td>
<td>5%</td>
</tr>
<tr>
<td>January 1, 1975 to December 31, 1983</td>
<td>7%</td>
</tr>
<tr>
<td>January 1, 1984 to June 30, 1996</td>
<td>8%</td>
</tr>
<tr>
<td>July 1, 1996 or later</td>
<td>9%</td>
</tr>
</tbody>
</table>

*See next page for a list of exceptions to contribution rates listed above.
Exceptions to Contribution Rate Include:

- Employees appointed to the State Police on or after July 1, 1996 contribute 12%.

- If your membership began on or after April 2, 2012, and you are in group 1, if you attain more than 30 years of creditable service, your base contribution rate will be 6% prospectively, that is from and after the date on which you attain the required amount of creditable service. However, the 2% withholding discussed below would also apply.

- If your membership began on or after January 1, 1979, and your annual rate of regular compensation is $30,000.00 or more, an additional 2% will be withheld from that portion of your salary that is in excess of $30,000.00. This 2% withholding is in addition to the 6%, 7%, 8%, 9%, or 12% already being deducted from your regular compensation.

Example:

You became a member-in-service in 1991 and your regular rate of compensation is $40,000.00. Deductions in the amount of 8% of $40,000.00 will be taken (totaling $3,200.00) and deductions in the amount of 2% of $10,000.00 ($40,000.00 minus $30,000.00) will also be taken (totaling $200.00). Your annual contributions will be $3,400.00, which will be taken from your rate of regular compensation on a weekly, biweekly, or monthly basis (as determined by your pay period.)

Creditable Service

As a member-in-service you earn creditable service toward a retirement allowance for the time during which you contributed a percentage of your salary to the retirement system.

If you are a full-time employee, you will earn one year of creditable service for each year completed. For those employed on a less than full-time basis, you will
earn an amount of service equal to a percentage of the full-time service rate. For example, if you are employed on a half-time basis you will receive 50% or 6-month service for each year completed.

Please note, as of August, 1973, M.G.L. c.32, §1 excluded from the definition of “employee” any person whose compensation for service rendered to the Commonwealth was derived from the subsidiary account 03 of the appropriation of any department. If you provided contract service prior to August 1973, you may do a regular buyback of this service. If you provided contract service to the Commonwealth after August, 1973 and currently remain an active employee and a member in–service of the MSERS, please refer to the section on Contract Service Purchase.

If you have service while in elected office; service in a position where you were compensated less than $5000.00 annually; or service as a dual member, i.e. a member in more than one retirement system at the same time, please contact the Board. Pension law changes have affected whether, and how much, these types of service can be considered creditable service for retirement purposes.

**Retirement Benefits for Dual Members**

In 2010 the method changed for determining benefits for individuals who are employed by two different governmental units and are members in two different retirement systems at the same time. Under the changes a person would be paid an allowance that is calculated as if their employment was solely in each position within each retirement system so that each benefit is separately calculated by each retirement system.

The changes do not apply to persons who as of January 1, 2010 were vested and who received regular compensation from two or more units in more than one retirement system. It also does not apply to any member who did not receive regular compensation from each of two or more units concurrently on or after January 1, 2010.

If you have questions about dual membership please contact the Retirement Board.
Service After Age 70

Important Notice: Chapter 32, Section 90G 3/4 Repealed (Affects Active Employees Approaching Age 70)

A change to Chapter 32, repealing section 90G 3/4 was enacted as part of the fiscal year 2018 state budget and is effective as of July 1, 2017. That section previously required an active member of a public retirement system who reached the age of 70, and wished to continue to accrue creditable service after that age and to continue making contributions, had to elect to do so.

As a result of this repeal, the MSRB will no longer issue a letter to active members approaching age 70 advising them of this requirement. All otherwise eligible members will continue to contribute to the retirement system. All choices made regarding 90G 3/4 before July 1, 2017 will remain in effect.

Mandatory Distributions After Age 70 1/2

If you leave state service but remain a member of the MSERS, federal and state laws require you take a mandatory minimum distribution of your retirement account when you turn age 70 1/2 if you are not collecting a retirement benefit and are not employed under the MSERS. Your options are to 1) start collecting your pension, if eligible; 2) withdraw your contributions; or 3) roll your funds over to a qualified retirement account and have the account administrator handle your minimum distributions going forward. If you choose a rollover, a portion of your funds are considered a required minimum distribution and must be paid directly to you.

You may be liable for a federal tax penalty of up to 50% of the amount of your required distribution if you fail to take your distribution. We recommend you contact the Board if you have any questions regarding this law.
Service Purchases (Buybacks)

In some instances, you may be eligible to add to your creditable service with a buyback of prior public service. Potential public service that may qualify for a buyback includes service to the Commonwealth that was previously refunded, public service to the Commonwealth for which retirement contributions were not withheld, or other employment service provided to another public entity. If you took a refund of your retirement contributions, you must buy back service prior to your actual retirement date to have the time credited toward a state retirement.

In order to purchase creditable service, you must currently be an active member-in-service at the time of your application. The service purchase must be paid in full prior to you receiving a retirement benefit. We strongly recommend you apply to purchase service early as it often takes time to process service purchase requests, and interest costs increase over time.

Two interest rates are used to calculate service purchases: Actuarial Assumed interest and Buyback interest. Actuarial Assumed interest is determined by the system’s actuarial assumed rate of return on investments. Buyback interest is set at one-half of the actuarial assumed interest. For the most current information, visit www.mass.gov/servicedetails/buyback-rate-msrb.

If you entered state service prior to April 2, 2012, and you wish to purchase prior refunded service and other certain types of service, you had until April 2, 2013 to enter into a buyback agreement in order to be assessed with half of the actuarial assumed interest on your buyback.

If you re-entered service on or after April 2, 2012, and you wish to purchase prior refunded service and other certain types of service, you have one year from your re-entry date to enter into a buyback agreement to qualify for the buyback interest rate. After the one year limit has passed, members entering into a buyback agreement will pay the full actuarial assumed interest.
Contract Service Purchase (M.G.L. c.32, §4(1)(s))

Members of the MSERS may purchase creditable service for service provided to the Commonwealth as a contract employee. You must meet the eligibility requirements including but not limited to:

- You must currently be a member in service of MSERS with at least ten years of creditable service with the state (does not include other service time with cities, towns or counties of the Commonwealth).

- The contract service being purchased must have immediately preceded membership or re-entry into MSERS. If the contract service preceded any refunded service, it is not eligible.

- The contract service being purchased must have been service to the Commonwealth, not service to a city, town, county or other governmental entity.

- The job description of the contract service position must have been substantially similar to the job description you held upon becoming an employee and a member of the MSERS.

- The maximum amount of contract service eligible to be purchased is four years. (Eligible part-time contract service shall be credited on a proportional basis.)

- The cost to purchase contract service is the amount equal to that which would have been withheld as regular retirement deductions for the contract service as if the service had been rendered as a state employee, had you been a member of the MSERS, plus buyback interest.

- Once found eligible, you must take action within 180 days to purchase the service via a lump sum payment or enter into an installment payment arrangement, otherwise the contract service will no longer be eligible for purchase.
Service Purchases / Veterans

You may also be eligible to purchase up to four years of military service if you qualify as a veteran as defined in M.G.L. c. 32, Section 1. If you were honorably discharged from active duty and have either 180 days of regular active duty service and a last discharge or release under honorable conditions, or 90 days of active duty service, one day of which is during “wartime” per the chart below, and a last discharge or release under honorable conditions, you may be eligible to purchase service.

- World War II
  Sept. 16, 1940 – July 25, 1947 (with WWII Victory Medal)


- Korean Defense Service Medal July 6, 1954
  (date to be determined)

  (180 days)

- Vietnam Aug. 5, 1964 – May 7, 1975

- Lebanon Aug. 25, 1982 – (date to be determined)


- Persian Gulf Aug. 2, 1990 – (date to be determined)

In addition, Veteran’s status includes those who, instead of performing “wartime service”, have been awarded one of the following campaign badges: Second Nicaraguan Campaign, Navy Occupation Service, Medal of Humane Action, Yangtze Service or Army of Occupation. If you served in wartime and were awarded a Purple Heart or service-connected disability, regardless of whether you completed the minimum length of active duty service required in the chart under the paragraph above, you qualify for veteran’s status.
Veterans who also have Active Reserve or Massachusetts National Guard Service may receive creditable service for such Guard/Reserve service on a ratio of five years of such service to equal one-year of creditable service.

**Exception** - You should be aware that six months of active duty training in the Active Reserves or the National Guard does not qualify as active service toward the minimum period listed. Additionally, if your only active duty was active duty training, you are not eligible to purchase credit for your military service. The Board will provide the final determination for you.

**Two Year Rule**

If you are purchasing creditable service you previously withdrew and refunded, or you rolled over the funds to another retirement plan, you may be required to satisfy certain service requirements before you can be eligible for particular retirement benefits. If the above applies to you, and unless you meet one of the applicable exceptions, you would not be eligible to receive a retirement allowance until you have been in active membership service for at least two consecutive years following the start of your new employment with the Commonwealth. We recommend you contact the Board to determine if this applies to you and to review the applicable exceptions.

**Vesting & Eligibility**

Being vested means you are eligible to receive a retirement allowance. You are vested in the State system if you have at least ten years of full-time service. To be eligible to retire, you need to meet one of the following conditions:

- You entered state service prior to April 2, 2012 and you have 20 years of full-time creditable service at any age, or
- You entered state service prior to April 2, 2012 and you attain the age of 55 with ten years of creditable service, or

- You entered state service on or after April 2, 2012 and you attain the age of 60 if retiring from Group 1, with ten years of creditable service.

If you leave state service after you are vested, you may leave your retirement contributions in the system and receive a state pension once you meet the minimum age requirement.

**Separation from Service**

**Refund / Rollover of Retirement Contributions**

If you leave state service before you are vested, there are options available to you. You may opt to receive a refund of your accumulated retirement contributions, with 20% deducted for federal taxes. If you take a refund, you lose all rights associated with membership. Please note there may also be a substantial federal early withdrawal penalty if you take a direct refund of your contributions.

You may wish to consult with the IRS or a tax advisor for specific information. Alternatively, you can have your accumulated retirement contributions “rolled over” or transferred directly into a tax-qualified IRA or other qualified retirement vehicle. Under certain circumstances, there may be a penalty for early withdrawal. If you are eligible for benefits under Social Security and withdraw your MSERS contributions after you are vested, you may be subject to an offset due to the Windfall Elimination Provision. See the Social Security website, [ssa.gov/gpo-wep](http://ssa.gov/gpo-wep), for more information.
Interest on Your Refund/Rollover

If you entered service after January 1, 1984 you are eligible for a refund of the interest credited to your account according to the following schedule:

- If you have less than ten years of creditable service and you VOLUNTARILY terminated service, you will be credited with 3% interest on your total deductions.

- If you have more than ten years of creditable service or you INVOLUNTARILY withdraw from state service your total deductions will be credited with regular interest. Also, if you have ten or more years of creditable service, call the State Retirement Board – you may be vested and eligible for retirement at age 55.

- If you leave your account in the system, no interest will accrue after two years from the date of your separation from employment if you later apply for a lump sum refund or rollover of your account.

State law does not permit you to borrow money from your retirement account with the MSERS.

Important Notice to Refund Applicants who entered service prior to April 2, 2012

Many of the provisions of the pension reform legislation signed into law in November 2011 (Chapter 176 of the Acts of 2011 as amended) will affect new members entering service on or after April 2, 2012. If you entered service prior to April 2, 2012 and you take a refund or a rollover of your contributions you are terminating your membership. If you later return to state service, your membership date will be the date you re-enter service, even if you buy back any refunded contributions. You will also be subject to the retirement law changes which went into effect on April 2, 2012.
These changes include, but are not limited to:

- New age factor table for your retirement benefit calculation (see page 21)
- An increase in the salary average period used to calculate most benefits from 3 years to 5 years
- An increase in the minimum retirement age

You have the option of leaving your funds in the system to retain your current level of benefits.

**Deferral of Accrued Sick & Vacation Pay**

Retiring employees may defer accumulated vacation and/or back pay (up to the federal limits), and up to 20% of sick pay into their Massachusetts 457 Deferred Compensation SMART Plan account. The SMART Plan is an optional retirement plan available to state employees. Employees separating from service may only defer accumulated vacation and/or back pay.

Applicable amounts may be deferred for any calendar month only if:

- The amount would have been available for use or would have been paid to the employee if employment had not terminated,
- The amount is paid within 2½ months following separation from service, and
- An agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available.

For more information contact the SMART Plan Customer Service Center, telephone (877) 457-1900, or visit their website, mass-smart.com.
Retirement Allowance

Your retirement allowance is made up of two parts: an annuity and a pension. The annuity portion is made up of the contributions deducted during the course of your employment and deposited for you in an annuity savings fund. The interest that accrues on these contributions is credited to your individual account. The Public Employee Retirement Administration Commission (PERAC) pursuant to state law establishes the interest rate, which is applied to your account. The rate by law is the average interest paid on individual savings accounts, which is obtained from a representative sample of financial institutions in Massachusetts.

The pension is the difference between the retirement allowance specified by law and the amount of your contributions and the retirement systems investment earnings.

The amount of your retirement allowance depends upon the following:

- your age, as of your last birthday
- your length of creditable service,
- your group classification, and
- your highest 36 consecutive months of regular compensation if you became a member before April 2, 2012, or
- your highest consecutive 5 years of regular compensation if you became a member on or after April 2, 2012.
Group Classifications

Your position, occupation, and the duties you perform determine your group classification. The group classification applicable to your specific position at the time of retirement may be reviewed by the State Retirement Board for determination pursuant to its Group Classification Policy. A Group Classification Application must be submitted to the Board for each position for which a member is seeking either a Group Two, Group Four or 20/50 (Corrections Officers Only) classification.

State positions fall within the following groups:

Group One – Members are officials and general employees including clerical, administrative and technical workers, laborers, mechanics, and all others not otherwise classified.

Group Two – Members in this group include probation officers, court officers, certain correctional positions whose major duties require them to have the care, custody, instruction or supervision of prisoners, and certain positions who provide direct care, custody, instruction or supervision of persons with mental illness or developmental disabilities.

Group Three – Members are exclusively State Police officers.

Group Four – Members include certain public safety officers and officials, correction officers and certain other correction positions, and parole officers or parole supervisors.

Generally, in order for the current position held by a member of the State Retirement System to be classified by the Board, the member: (1) must be actively employed by the Commonwealth, or by an agency or governmental entity subject to the State Retirement System; (2) must actively hold the position for which they seek classification; and, (3) must be actively performing the duties of the position for which he/she seeks classification for not less than twelve consecutive months immediately preceding retirement at the time of classification.
Members who entered state service on or after April 2, 2012 will have their group classifications service pro-rated at the time of retirement depending on how long they served in a particular group.

Members hired prior to April 2, 2012 may elect to have their service prorated at the time of retirement. Please consult the Board’s Group Classification policy available on our website or upon request, for additional details and information.

**State Police - Group 3**

Any member of the State Police who has at least 20 years of creditable service with the State Police may elect to retire at any age prior to age 55. State Police officers should contact the State Retirement Board for more information with regard to their retirement benefits.

**Judicial Retirement Benefits**

Retirement benefits for Commonwealth judges are set forth specifically under G.L. c.32, §§65A-65J and are separately administered from the general retirement provisions of G.L. c.32 that apply to other members of the Massachusetts State Employees’ Retirement System. Please consult the State Retirement Board’s website for specific details and information.

**Superannuation - Regular Retirement**

Superannuation is the term that is used to describe the process of being retired upon reaching a certain age and/or earning a certain amount of creditable service. The superannuation retirement allowance of any members may not exceed 80% of his or her average annual rate of regular compensations. You will be eligible to receive a superannuation retirement allowance once you have earned 20 years of full-time creditable service (at any age) if you entered service prior to April 2, 2012; once you are age 55 and have at least ten years of full-time creditable service, if your membership date is prior to April 2, 2012; or once you are age 60 and have at least 10 years of full-time creditable service if your membership date is on or after April 2, 2012.
Disability Retirement

There are two types of disability retirements available.

1. **Ordinary disability** - an illness or injury which is not job related. You must be vested with ten years of full-time creditable service. If you are a veteran, you would receive 50% of your last year’s salary average. Non-veterans younger than their minimum retirement age (either 55 or 60 depending on when you enter service) will have their regular retirement calculated as if you had reached the minimum retirement age.

2. **Accidental Disability** - a job related illness or injury. Members approved for accidental disability will receive 72% of their last 12 months salary average. You do not need to be vested.

If you think you may be eligible for a disability retirement, please contact the Disability Unit located in our Boston office. The disability process takes an average of 12 months to complete. Disability retirees must report their earnings annually to PERAC and must not exceed annual limits on earnings.

Retirement Allowance Options

At retirement you must choose one of three options, A, B, or C, which will determine how your retirement benefits will be paid. Review these options carefully and determine which is best for you and your family. ***You cannot change your option after your retirement date.*** If upon retirement, you do not select an option, the law provides that you will be retired with Option B.

Your retirement allowance must be paid to you in lifetime monthly payments. The amount of the payments will depend upon your option selection. The option you choose will also determine what benefits, if any, will be paid to survivors after your death.
There are no restrictions on an election of an option for most members. If you are married, your spouse is required to sign the option form consenting to your choice and verifying that he/she understands the option.

Members of the Judiciary should consult with Board staff regarding the availability of options A, B, or C for your retirement benefits.

**Option A - No Survivor Benefit**

Option A will provide you with your full retirement allowance in monthly payments as long as you live. However, all allowance payments stop when you die and no benefits are provided to survivors.

**Option B - Protects Your Annuity**

Option B provides a lifetime allowance to you that is approximately 1% to 5% less per month than Option A.* The annuity portion of your allowance is reduced to allow a benefit for your beneficiary. Upon your death, your surviving beneficiary of record, or if there is no beneficiary living, the person or persons appearing in the judgment of the State Retirement Board to be entitled, will be paid the remaining balance of your accumulated total deductions from your annuity reserve account.

<table>
<thead>
<tr>
<th>*Approximate Reduction</th>
<th>1%</th>
<th>3%</th>
<th>5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age of Member</td>
<td>50</td>
<td>60</td>
<td>70</td>
</tr>
</tbody>
</table>

During your retirement, the balance in your annuity savings account decreases by an amount equal to the annuity portion of your pension. In most cases, your annuity savings account will be depleted after 15 years. Upon your death, the balance remaining in your account will be paid in a lump sum to your beneficiary or your estate. If your annuity savings account is depleted while you are receiving your allowance, you will continue to receive your full Option B pension for life; but your beneficiary will not receive any payment upon your death.
You may choose more than one person as your Option B beneficiary and this beneficiary does not need to be related to you. You may change your Option B beneficiary at any time, even after you retire.

**Option C - Joint Survivor Allowance**

Option C, also known as the joint and last survivor allowance, provides you with a lifetime allowance approximately 7-15% less than that which you would receive under Option A. However, this reduction could be greater depending on the age difference between you and your beneficiary. Upon your death, your designated beneficiary will be paid a monthly allowance for the remainder of his or her life. The survivor benefit will be equal to two-thirds of the allowance that was being paid to you at the time of your death.

Your monthly allowance received under Option C depends upon life expectancy factors for you and your designated beneficiary. Eligible beneficiaries under Option C include: spouse, parent, unmarried former spouse, sibling or child.

The Option C factor used for calculating your retirement benefit is based on the nearest birthday of the retiree and the beneficiary. For example: for a retiring member who is 58 years and 8 months old, and beneficiary who is 57 years and 2 months old, the factor used would be age 59 for the retiring member and age 57 for the beneficiary.

**Special circumstances concerning Option C**: If you choose Option C and your beneficiary predeceases you, you cannot name a different Option C beneficiary. However, your monthly benefit will “pop up” to the Option A benefit amount that you would have received on the date of your retirement, plus any cost-of-living adjustments. The new, higher amount is then paid to you as of the date of the death of your beneficiary and until you die.

**Final Benefit Payment After Retiree/Survivor Death**

Upon the death of a retiree/survivor a prorated payment may be issued to their estate. The prorated payment would be for the number of days the retiree/survivor lived in the month of his/her death. However, in some instances there may be an amount owed to the MSERS.
Option C Estimate of Benefit

<table>
<thead>
<tr>
<th>Age of Member</th>
<th>55</th>
<th>65</th>
<th>65</th>
<th>70</th>
<th>70</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age of Beneficiary</td>
<td>55</td>
<td>55</td>
<td>65</td>
<td>65</td>
<td>70</td>
</tr>
<tr>
<td>Approximate % of Option A</td>
<td>94%</td>
<td>84%</td>
<td>89%</td>
<td>83%</td>
<td>86%</td>
</tr>
</tbody>
</table>

Option A Benefit

Age Factor Charts:

Members entering service prior to April 2, 2012

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Group 2*</th>
<th>Group 4*</th>
<th>Age Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>65 or older</td>
<td>60 or older</td>
<td>55 or older</td>
<td>2.5</td>
</tr>
<tr>
<td>64</td>
<td>59</td>
<td>54</td>
<td>2.4</td>
</tr>
<tr>
<td>63</td>
<td>58</td>
<td>53</td>
<td>2.3</td>
</tr>
<tr>
<td>62</td>
<td>57</td>
<td>52</td>
<td>2.2</td>
</tr>
<tr>
<td>61</td>
<td>56</td>
<td>51</td>
<td>2.1</td>
</tr>
<tr>
<td>60</td>
<td>55</td>
<td>50</td>
<td>2.0</td>
</tr>
<tr>
<td>59</td>
<td>N/A</td>
<td>49</td>
<td>1.9</td>
</tr>
<tr>
<td>58</td>
<td>N/A</td>
<td>48</td>
<td>1.8</td>
</tr>
<tr>
<td>57</td>
<td>N/A</td>
<td>47</td>
<td>1.7</td>
</tr>
<tr>
<td>56</td>
<td>N/A</td>
<td>46</td>
<td>1.6</td>
</tr>
<tr>
<td>55</td>
<td>N/A</td>
<td>45</td>
<td>1.5</td>
</tr>
</tbody>
</table>

To determine your age factor, select your group, then your age and then the corresponding number in the far right column is your age factor.

For example, the age factor for a Group 2 member aged 57 would be 2.2.
Members entering service on or after April 2, 2012

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Group 2*</th>
<th>Group 4*</th>
<th>Age Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>67 or older</td>
<td>62 or older</td>
<td>57 or older</td>
<td>2.5</td>
</tr>
<tr>
<td>66</td>
<td>61</td>
<td>56</td>
<td>2.35</td>
</tr>
<tr>
<td>65</td>
<td>60</td>
<td>55</td>
<td>2.20</td>
</tr>
<tr>
<td>64</td>
<td>59</td>
<td>54</td>
<td>2.05</td>
</tr>
<tr>
<td>63</td>
<td>58</td>
<td>53</td>
<td>1.90</td>
</tr>
<tr>
<td>62</td>
<td>57</td>
<td>52</td>
<td>1.75</td>
</tr>
<tr>
<td>61</td>
<td>56</td>
<td>51</td>
<td>1.60</td>
</tr>
<tr>
<td>60</td>
<td>55</td>
<td>50</td>
<td>1.45</td>
</tr>
</tbody>
</table>

Members entering service on or after April 2, 2012 and who have 30 years or more of creditable service at the time of retirement

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Group 2*</th>
<th>Group 4*</th>
<th>Age Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>67 or older</td>
<td>62 or older</td>
<td>57 or older</td>
<td>2.5</td>
</tr>
<tr>
<td>66</td>
<td>61</td>
<td>56</td>
<td>2.375</td>
</tr>
<tr>
<td>65</td>
<td>60</td>
<td>55</td>
<td>2.250</td>
</tr>
<tr>
<td>64</td>
<td>59</td>
<td>54</td>
<td>2.125</td>
</tr>
<tr>
<td>63</td>
<td>58</td>
<td>53</td>
<td>2.0</td>
</tr>
<tr>
<td>62</td>
<td>57</td>
<td>52</td>
<td>1.875</td>
</tr>
<tr>
<td>61</td>
<td>56</td>
<td>51</td>
<td>1.750</td>
</tr>
<tr>
<td>60</td>
<td>55</td>
<td>50</td>
<td>1.625</td>
</tr>
</tbody>
</table>

*Please review eligibility requirements available on our website or upon request.
Calculating Your Retirement Benefit

Your benefit rate is determined by your age as of your last birthday, your years of creditable service, and your group classification. The benefit rate is a specific percentage of the amount of your average annual rate of compensation. If you entered state service prior to April 2, 2012, the average is based on your highest consecutive 36 month salary average. If you entered state service on or after April 2, 2012, the average is based on your highest five year salary average. Your age factor multiplied by the number of years of service determines this percentage. The maximum pension is 80% of the salary average.

Example One

A Group One member, entered service prior to April 2, 2012, superannuation retirement with the following conditions:

- Age / (Age Factor): 55 / (.015)
- Years of creditable service: 15 years, 6 months (all within Group 1)
- Status: Non-Veteran
- High 36 consecutive month average of annual rate of regular compensation: $50,000

Calculation:

\[(\text{Age Factor})(\text{Years of Creditable Service})(\text{Salary Average})=\text{Total Option A Annual Allowance}\]

\[(.015)(15.5)(\$50,000) = \$11,625, \text{Monthly Benefit} \$968.75\]

Example Two

A Group One member, entered service on or after April 2, 2012, superannuation retirement with the following conditions:

- Age / (Age Factor): 60 / (.0145)
- Years of creditable service: 15 years, 6 months (all within Group 1)
- Status: Non-Veteran
- Average 5 year annual rate of regular compensation: $50,000
Calculation:

\[(\text{Age Factor})(\text{Years of Creditable Service})(\text{Salary Average})=\text{Total Option A Annual Allowance}\]

\[(.0145)(15.5)(\$50,000) = \$11,237.50, \text{Monthly Benefit } \$936.46\]

Example Three

A member who served in both Group 2 and Group 1, entered service prior to April 2, 2012, superannuation retirement with the following conditions:

- Age: 60
- Status: Veteran
- Years of creditable service in Group 2: 10
- Years of creditable service in Group 1: 20
- High 36 consecutive month average of annual rate of regular compensation: \$50,000

Calculation:

\[(\text{Age Factor})(\text{Years of Creditable Service})(\text{Salary Average})=\text{Total Option A Annual Allowance}\]

Group 2: \[(.025)(10)(\$50,000) = \$12,500, (1,041.67 \text{ per month})\]

Group 1: \[(.020)(20)(\$50,000) = \$20,000, (\$1,666.67 \text{ per month})\]

Both calculations are added together, not to exceed the maximum of 80% = 32,500 annual benefit

Veteran’s Premium: \$300.00

Total Annual Option A Allowance: \$32,800 (\$2733.33 \text{ per month})

(As a veteran, this individual is entitled to receive a premium equal to \$15.00 per year for each of his/her years of state service. Partial years are given full credit. The maximum credit for a veteran is \$300 (\$15.00 \times 20 \text{ yrs.}) \text{ per year.}
Estimate Your Retirement Benefit

To calculate your benefits just complete the following steps in this worksheet:

1. Age
   Use your age on your last birthday and consult the applicable Benefit Rate Percentage Chart
   Remember you must meet the minimum age requirements to be classified in Groups 2 and 4.

2. Years of Creditable Service
   Enter the number of years you contributed a percentage of your salary to the retirement system.

3. Multiply Line 1 and Line 2

4. Salary Average

   To figure out your average annual rate of regular compensation, depending on your date of membership, add together your highest 36 consecutive months (at any time during your public career) and divide by three or your highest consecutive five years annual rate and divide by five. Remember you may also get retirement estimates online by using the pension calculator on our website, mass.gov/retirement.
To Calculate Your Pension*
1. Enter your age factor from Benefit Rate Percentage Chart: _________
2. Enter your years of service: _________
3. Multiply line 1 and line 2 and enter percent (%): _________
4. Enter your salary average: _________
5. Enter the percentage from line 3: _________
6. Multiply line 4 by line 5 and enter amount: _________

Amount in line 6 is your estimated Option A pension.

To calculate an approximate Option B pension, reduce your Option A pension by 1-5%.

To calculate an approximate Option C pension, reduce your Option A pension by 7-15%.

* These worksheets are designed solely for estimates. Actual pension amounts can only be calculated at time of retirement.

Your Beneficiaries & Survivors

Once you begin to receive retirement benefits, you should advise your beneficiaries and survivors as to the procedures to follow upon your death. They should be instructed to notify the State Retirement Board of your death and furnish us with a death certificate. Upon receipt of all relevant information, the instructions that you made when you chose a retirement option will be carried out. If you were still employed or were a deferred retiree, the In-Service Member Death procedure will be followed.
Option D (In-Service Member Death)

In order for a retirement system to provide for a payment of a lifetime allowance to a surviving family member if the member dies before retiring, the member would have to choose an Option D beneficiary upon becoming a member of the retirement system or at any time before passing away. The designated beneficiary is entitled to receive the Option C allowance the member would have been entitled to receive if the member had retired on the date he/she died. Option D provides a designated beneficiary with an allowance for life.

If the member died before turning age 55 (or age 60 for members who entered service on or after April 2, 2012) the Board will calculate their benefit as if they had attained their full retirement age.

If the member does not designate an Option D beneficiary, and if his/her spouse (provided he/she has an eligible spouse) does not elect to receive a lifetime allowance, the member’s accumulated deductions will be paid in a lump sum to his/her surviving beneficiaries of record and no lifetime allowance can be paid. (The Option D form may not be required if a member wants an eligible spouse to receive a lifetime benefit.) An eligible spouse is someone that has been married to a member for a year or more. However, in order for a spouse to elect this benefit, the member must have accrued at least two years of creditable service.

The Option D beneficiary selection is no longer valid when you retire. You must complete a new beneficiary option at retirement by choosing either option A, B, or C.

Anti-Spiking Provisions of Chapter 32

Due to Pension Reform legislation, Chapter 176 of the Acts of 2011, two anti-spiking provisions have been added to Chapter 32. Anyone who retires
on or after April 2, 2012 and who has a benefit calculated under Section 5, 6, 10(1) or 12(2)(d) is affected by these provisions.

The two anti-spiking provisions are summarized as follows:

1. If in the last 5 years of creditable service your rate of regular compensation increased by more than 100% between two consecutive years, then a violation results. In such a situation the Board must use the average of your last 5 years of compensation in calculating your retirement benefit rather than a thirty-six month average.

2. In determining the thirty-six month salary average of regular compensation used to calculate your retirement allowance (or 60 month salary average if you became a member on or after April 2, 2012), if that rate of regular compensation in any year exceeds the average of the regular compensation of the two previous years by more than 10%, then retirement boards are not permitted to use any regular compensation in excess of 10% of the average of your two previous years.

If a member is found to have violated these provisions a retirement board is required to return any retirement payroll deductions related to the excess compensation.

If your salary increase was attributable to one of the following exceptions, then a retirement board may utilize the higher rate of compensation in your benefit calculation:

- Increase in the number of hours worked
- Overtime wages (not regular compensation, but included in #2)
- Bona fide change in position
- Modification in salary attributable to a collective bargaining agreement
Direct Deposit

Direct deposit is mandatory for all retirees who apply to retire after January 1, 2010. To avoid delay in the processing of your retirement application, you are encouraged to include the direct deposit form when you file your application. You can only deposit your funds into one bank account.

To change your tax withholding status, log into the Internal Revenue Quickview. You may contact the Board at any time monthly federal tax withholding. Your tax liability will be determined by us.

With Retiree PayInfo, you are able to view up to 18 months of your benefit statements online at www.mass.gov/payinfo.

Important Details

Taxes

Your superannuation retirement allowance that you receive from the MSERS is subject to federal taxes. However, the allowance is not subject to Massachusetts state income taxes. We recommend you consult with an appropriate tax authority for guidance.

When you retire, you will be required to complete a W-4P Form to begin a monthly tax withholding. You may contact the Board at any time to change your tax withholding status.

Domestic Relations Orders

As a pensioner, you are considered a marital asset and your benefits are subject to division through a Domestic Relations Order ("DRO"). If a DRO is considered valid, you would divide your benefits with your spouse.

With Retiree PayInfo, you are able to view up to 18 months of your benefit statements online at www.mass.gov/payinfo. You can only deposit your funds into one bank account.

1. To avoid delay in the processing of your retirement application, you are encouraged to include the direct deposit form when you file your application.

When you retire, you will be required to complete a W-4P Form to begin a monthly tax withholding.
There are 15 other states where Massachusetts has reciprocal agreements with or there are no state taxes. MSERS benefit recipients would not have to pay state taxes on their retirement benefits if you live in the following states:

- Alabama
- Alaska
- Florida
- Hawaii
- Illinois
- Michigan
- Mississippi
- Nevada
- New Hampshire
- Pennsylvania
- South Dakota
- Tennessee
- Texas
- Washington
- Wyoming

Since January 12, 1988, all contributions to the retirement system have been made on a pre-tax basis. Consequently, only contributions made prior to January 12, 1988 will be tax-free. Pre-tax contributions and all of the interest which your account has earned will be taxable.

The balance in your annuity savings account (the total of your contributions and interest), may be treated differently, according to the nontaxable and taxable portions.

Nontaxable portion: The nontaxable portion of your balance is equal to your contributions, if any, made prior to January 12, 1988, plus any payments you made to purchase previous creditable service. This is also known as your “after-tax” portion because these contributions were deducted from your paycheck after taxes had already been taken out of the entire amount of your paycheck. Because you have already paid taxes on this portion (as well as any payments you made to purchase creditable service) you will not have to pay taxes on this amount again.

Taxable portion: The taxable portion of your balance is equal to your contributions made on or after January 12, 1988, plus any interest you receive on your account.
After January 12, 1988 all contributions were deducted from your paycheck before taxes were taken out. Since you have not yet paid taxes on this portion, it is taxable when you receive it in the form of a lump-sum payment or, if you rollover this portion to an IRA or another qualified employer retirement plan, when you eventually receive these funds.

Each year you receive a benefit from the Board we will send you a 1099-R form containing the following information:

- Gross Amount Received
- Taxable Amount
- Federal Tax Withheld (if any)
- Health Insurance Deduction

**Section 10-Termination Allowance**

If you entered state service prior to April 2, 2012 and your position is either eliminated, abolished or if you are laid off or terminated you may qualify for a termination allowance provided you have at least 20 years of creditable service and meet other requirements. Please contact the State Retirement Board for more information and for other requirements which may need to be met.

**Social Security**

Anyone retiring from state service and receiving a governmental pension, who also is eligible for Social Security benefits, may have his Social Security benefits offset in a variety of circumstances. Social Security may contact the Board and request the date the individual was first eligible to retire. A person eligible to retire prior to January 1, 1986, will not have their Social Security benefit reduced. Retirees attempting to collect Social Security on a spouse’s earnings can do so if they were eligible to retire prior to December 1, 1982.
In addition, there are other factors involved regarding your Social Security benefit when you receive a state pension. Benefits vary according to these factors. It is recommended that you contact your local Social Security office or visit their website, ssa.gov/gpo-wep, for detailed information on the Windfall Elimination Provision and the Government Pension Offset.

**Health Insurance**

Retirees are eligible upon retirement to retain their health insurance coverage per calendar year at a group rate. For more information, please contact the Group Insurance Commission.

**Cost of Living Adjustments (COLA)**

You will be eligible for a COLA beginning on July 1st of the second fiscal year following the year in which your retirement benefit first took effect, and each year thereafter, if a COLA is approved annually by the Legislature.

**Biennial Benefit Verification**

As mandated, at least every two years all benefit recipients must demonstrate that they remain eligible to continue receiving benefits. The State Retirement Board conducts a benefit verification process. Benefit Verification forms are mailed to our benefit recipients and retirees. These forms must be returned to the Board signed and notarized by the date indicated to avoid any interruption or cancellation of benefits.
Limitations on Post-Retirement Employment in a Governmental Job

There are limitations that apply to retirees who work in positions in state or local public sector positions in Massachusetts. Employees classified as “consultants” or “independent contractors” are also subject to these limitations if they are receiving pension benefits & working in a governmental position. Limitations include:

- Employment may not exceed 960 hours per calendar year; and/or

- Total earnings per calendar year cannot exceed the difference between the retirement allowance and the current salary of the position from which you retired. As a retiree, you must cease employment whenever either one of the above two conditions are met. If you wish to continue working, then you must waive your retirement allowance. (See M.G.L. c.32, §91)

- After you have been retired one full calendar year, you may earn an additional $15,000 per year beyond the limitations listed above; however you are still limited to the maximum 960 hours per year.

You would need to check directly with the appropriate bargaining unit if you are seeking employment in a union benefitted position as a retiree as restrictions may apply.

Reinstatement to Service

In certain circumstances individuals retired under superannuation may be reinstated to active service per M.G.L. c.32, §105. Members must fulfill certain conditions including the repayment of retirement benefits received and must work for five years after reinstatement. For additional information, please contact the Board.
Forfeiture of Benefits
There may be instances where you may be required to forfeit some or all of your retirement allowance and/or accumulated deductions. For example, forfeiture may occur if it is found that you have misappropriated governmental funds or property, if you have violated certain provisions of the Massachusetts conflict of interest law (Chapter 268A), or if you have violated laws applicable to your office or position.

Change of Address
After you retire, please be sure to notify the Board in writing regarding any change of address. Active members must notify their Human Resources department of any changes of address.
Can I borrow money from my retirement account now and pay it back later?

No, state law does not allow you to withdraw or borrow from your annuity savings account under any circumstance, including mortgage down payment or college education.

Each time I receive my paycheck, I notice it shows a deduction for retirement. What happens to these deductions?

Active state employees contribute a percentage of their gross salary toward retirement (the percentage depends on their date of entry into service). The Board establishes and maintains a retirement account which represents both:

- contributions deducted from your paycheck by your payroll, and
- regular interest earned on your prior year’s ending balance. The interest rate is set by PERAC, in consultation with the Division of Banks.

Why do I pay a higher percentage toward my retirement than some other employees?

Contribution to the state retirement system is determined by your most recent entry into the system (see contribution rate). Members who re-enter the system with funds on deposit or who transfer from another contributory retirement system maintain their former contribution level.
Who invests my money?

Your contributions are pooled with those of other active members and are invested in the Pension Reserves Investment Trust (PRIT). PRIT is a pooled investment fund that invests the pension reserve assets of the State Employees' Retirement System and State Teachers' Retirement Systems.

The nine-member Pension Reserves Investment Management (PRIM) Board, chaired by the State Treasurer manages the PRIT Fund.

When can I file for retirement?

No sooner than 120 days before you plan to retire. If you file more than sixty days after your last day on the payroll, your benefits will not be retroactive to your retirement date. The Board strongly recommends that you plan your retirement and that you file at least 30 days in advance of leaving your job. Certain retirement options will not be available to you once you stop working. You should therefore obtain counseling from the Board before you stop working.

Where do I get a retirement application?

Most State Retirement Board forms can be found on our website, mass.gov/retirement, and at our Boston and Springfield offices.
What does “vested” mean?

Being vested means you are eligible to receive a retirement allowance. You are vested in the State system if you have at least ten years of full-time service. To be eligible to retire, you need to meet one of the following conditions:

- 20 years of full-time creditable service at any age, or
- attain the age of 55 with ten years of creditable service if you entered service prior to April 2, 2012, or
- attain the age of 60 with ten years of creditable service if you entered service on or after April 2, 2012.

What if I leave state service after I am vested but before I am old enough to retire?

If you leave state service after you are vested, you may leave your retirement contributions in the system and receive a state pension once you reach the age requirement.

What if I disagree with a Board decision or action? Can I appeal?

You have the right to file an appeal within 15 days of a Board decision by contacting the Division of Administrative Law Appeals (DALA), One Congress Street, 11th Floor, Boston, MA, 02114, telephone: (617) 626-7200, fax: (617) 626-7220.
Notes

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Glossary of Terms

Annuity – The contributions that are deducted during the course of your credible service are deposited for you in an annuity savings fund by the State Retirement Board. The interest that accrues on the contributions is credited to your individual account. The part of our retirement allowance that is based on the total amount in your annuity saving account on the date of your retirement is the annuity.

Annuity Savings Account – The State Retirement Board establishes an annuity savings account for each member of the system. Your account consists of two parts – your contributions and interest. Your contributions are deducted from your paycheck. The interest is earned on the prior year’s ending balance. The interest rate is determined by PERAC.

Buyback / Service Purchase – When you re-establish credible service for certain refunded service or establish credible service for other eligible employment by paying into the annuity savings fund. The amount is determined by the type of service you are buying back and when you enter into a buyback agreement.

Creditable Service – You earn creditable service while you are working for the Commonwealth of Massachusetts and contributing a percentage of your salary to the retirement system.

Member-in-Service – Anyone who is regularly employed by the Commonwealth or other eligible public agencies and is making contributions to the system. You are a member-in-service until you separate from the Commonwealth by reason of retirement, failure of re-election or reappointment, resignation or removal or discharge from your position or office that you hold.
Pension – A pension is the difference between the retirement allowance specified by law and the amount provided by employee contributions and retirement systems investment earnings.

PERAC – The Public Employee Retirement Administration Commission regulates Massachusetts public employee retirement systems and provides final approval of certain retirement benefits, including disability retirements.

PRIM – The Pension Reserves Investment Management Board serves as a complete information resource for the Massachusetts Pension Reserves Investment Trust (PRIT).

Refund / Withdrawal of Accumulated Deductions – If you leave state service you may request to withdraw the contributions you have made into your annuity savings account. Once you take a refund, you are no longer a member of the system. You may request a direct refund or a rollover of your funds to an eligible retirement account.

Retirement Allowance – A retirement allowance is the lifetime benefit that you receive, the amount depending upon the Option you choose, that is paid by the state. Your retirement allowance is made up of two parts: an annuity and a pension.

Superannuation – This term is used for a regular retirement allowance. You will be eligible to receive a regular retirement allowance once you have earned 20 years of creditable service (at any age),* or once you reach retirement age and have at least 10 years of creditable service. Chapter 32 of the Massachusetts General Laws regulates your retirement allowance and allows you to choose one of three benefit options. These options differ with regard to the amount paid and whether any benefits will be paid to someone else after your death.

*Only for eligible members who entered into service before 4/2/2012.
Massachusetts State Retirement Board (MSRB)
One Winter Street, 8th Floor
Boston, MA 02108
Telephone: (617) 367-7770

436 Dwight Street, Room 109A
Springfield, MA 01103
Telephone: (413) 730-6135
Toll Free: (800) 392-6014 (In Massachusetts Only)

mass.gov/retirement
facebook.com/mass.state.retirement
twitter.com/MassStateRet @MassStateRet

Massachusetts Teachers’ Retirement System (MTRS)
500 Rutherford Avenue, Suite 210
Charlestown, MA 02129
Telephone: (617) 679-MTRS (6877)

One Monarch Place, Suite 510
Springfield, MA 01144
Telephone: (413) 784-1711

mass.gov/mtrs

Executive Office of Elder Affairs
One Ashburton Place, 5th Floor
Boston, MA 02108
Telephone: (617) 727-7750
Toll-free: (800) AGE-INFO (243-4636) (MA only), or
TDD/TTY (800) 872-0166
Elder Abuse Hotline: (800) 922-2275 (V/TDD)

mass.gov/elders
800ageinfo.com
Group Insurance Commission
19 Staniford Street, 4th Floor
Boston, MA 02114
Telephone: (617) 727-2310 x 2
mass.gov/gic

Internal Revenue Service Tax Payer Assistance
Telephone: (800) 829-1040
irs.gov

Massachusetts Deferred Compensation SMART Plan
Customer Service Center Telephone: (877) 457-1900
mass-smart.com

Massachusetts Pension Reserves Investment Management Board (PRIM)
84 State Street, Suite 250
Boston, MA 02109
Telephone: (617) 946-8401
mapension.com

Massachusetts Public Employee Retirement Administration Commission (PERAC)
5 Middlesex Avenue, Suite 304
Somerville, MA 02145
Telephone: (617) 666-4446
mass.gov/perac

Social Security Administration
Telephone: (800) 772-1213
ssa.gov /gpo-wep
I. INTRODUCTION.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the Policy on Tuition Waivers (T96-129) and codifies and regularizes certain practices and procedures, including those former waivers that had been collectively bargained. See, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. See, M.G.L. c.150E, § 7(d).

Each campus and the President’s Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. DEFINITIONS.

(1) Dependent Child refers to a child of a University Employee or his or her Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

(2) Continuing Education refers to self-supporting, non-state-funded courses and programs as defined by a campus.

(3) Deceased University Employee refers to a person who died while a University Employee.

(4) Part-time refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time). However, 43-week employees are considered full-time.

1 The Policy on Tuition Waivers refers to discounts as “waivers.” However, M.G.L. c. 75, § 1B, refers to discounts as “Student Tuition Credits.”
(5) **Retired University Employee** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.

(6) **Spouse** refers to an individual married to a University Employee.

(7) **Student Charge** refers to in-state and out-of-state tuition and fees that are charged to students for general attendance at the University; *provided* that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. *See*, M.G.L. c.75, § 1B.

(8) **Student Tuition Credit** refers to a reduction in Student Charges for an eligible student. *See*, M.G.L. c.75, § 1B (a).

(9) **University Employee** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include employees who are no longer employed (whether or not they are collecting workers’ compensation or disability insurance benefits).

**III. GENERAL PROVISIONS**

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

A. The Student Tuition Credits described in these Standards apply to all courses and program offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, programs and the J.D. program at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.

B. Student Charges applied to all University Employees, Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.
C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory, etc.), books, and supplies.

D. Admission into any course or program at the University is governed by campus admission policies. All University Employees, Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.

E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.

F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § 1B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers (e.g. the John and Abigail Adams Scholarship).

G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; provided that, such University Employee’s supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the campus Chief Human Resources Officer or designee. Otherwise, the University Employee must use accrued vacation or personal leave or, if necessary, arrange with his or her supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

A. University Employees

1. Current/Active University Employees

   a. Full-time. A Full-time Current/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.

   b. Part-time. A Part-time Current/Active University Employee is eligible to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.
2. Retired University Employees

A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one (1) program of study, whether or not such retired University Employee is enrolled in such program of study at the time of retirement.

3. Terminated University Employees

Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees

1. Graduate Courses or Programs

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

2. Undergraduate Courses or Programs

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

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

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

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

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

D. Spouses and Dependent Children of Retired University Employees

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

E. Spouses and Dependent Children of Terminated University Employees

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

**STUDENT TUITION CREDITS**

<table>
<thead>
<tr>
<th>Current/Active University Employees¹</th>
<th>100%</th>
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<tbody>
<tr>
<td>Graduate Courses or Programs</td>
<td>100%</td>
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<tr>
<td>Undergraduate Courses of Programs</td>
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<tr>
<td>Retired University Employees²</td>
<td>100%</td>
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<tr>
<td>Spouses and Dependent Children of Current/Active University Employees</td>
<td>20%</td>
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<tr>
<td>Graduate Courses or Programs</td>
<td>60%</td>
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<tr>
<td>Undergraduate Courses of Programs</td>
<td>15%</td>
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<tr>
<td>University Employee w/ 2+ FTE Years of Service</td>
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<tr>
<td>University Employee w/ &lt; 2 FTE Years of Service</td>
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<tr>
<td>Spouses and Dependent Children of Retired University Employees³</td>
<td>60%</td>
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<tr>
<td>Spouses and Dependent Children of Deceased University Employees⁴</td>
<td>60%</td>
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</tbody>
</table>

¹Part-time University Employees are eligible for up to seven (7) credits per semester.
²One (1) program of study.
³One (1) program of study; undergraduate only
⁴With at least five (5) years of FTE University Service; one (1) program of study; undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.
II. Scope

This policy governs all waivers of tuition including waivers provided pursuant to section 19 of Chapter 15A of the General Laws as well as waivers of tuition for University Employees. This policy does not cover nor does it authorize waivers of any other charges, including fees.

III. Tuition Waivers for Non-Employees

A. Undergraduate student Tuition Waivers

1. Need-Based Tuition Waivers - Need-based tuition waivers for state-supported degree or certificate programs shall be provided in accordance with state law and as established by BHE Tuition Waiver Program Guidelines.

If a campus wishes to extend need-based waivers to non-state-supported programs the Chancellor shall inform the President of that decision and the reasons for such extension no later than August 1 prior to the academic year in which such waivers will first be offered.

2. Legislative and BHE Tuition Waivers - Each campus shall provide tuition waivers for state-supported programs in those categories established by law or set forth in the BHE Tuition Waiver Guidelines. Such waivers shall be provided in accordance with the BHE Tuition Waiver Program Guidelines.

If a campus wishes to extend categorical waivers to non-state-supported programs or non-credit courses, the Chancellor shall inform the President of that decision and the reasons for it no later than August 1 prior to the academic year in which the waivers will first be offered.

3. Campus Specific Waivers - If a campus wishes to provide tuition waivers for a category of individuals not included in a state law or the BHE Guidelines, the Chancellor shall submit to the President a proposal for the waivers including how the waivers would advance the mission of the campus, and proposed guidelines for administering the waivers no later than June 1 prior to the academic year in which the waivers will first best offered. If the President approves the proposed categorical waiver, he shall forward it to the BHE for approval. Such waivers shall not be provided unless and until the Chancellor receives the approval of the President and the BHE.

B. Graduate student Tuition Waivers - Each campus may establish its own program(s) for tuition waivers for graduate students in accordance with the BHE Tuition Waiver Program Guidelines, provided that written guidelines for each program or type of waiver shall be forwarded by the Chancellor to the President, and approved by the President no later than August 1 prior to the academic year in which the waivers are to best awarded. Guidelines shall include award value and eligibility for each program.

Waivers may be provided only for students enrolled in graduate degree or post-baccalaureate certificate programs.

Graduate tuition waiver programs may include but need not be limited to programs for graduate teaching and research assistants, resident assistants, student teacher or nursing student supervisors, and fellowship recipients.
After graduate tuition waiver guidelines for any program have been approved by the President, they shall be forwarded to the BHE for information.

IV. Tuition Remission For Employees

A. General

1. Full-Time Employees - A full-time University Employee, his or her Spouse or Domestic Partner, and Dependent Children shall be eligible for tuition waivers.

2. Half-Time Employees - A half-time University Employee is eligible for tuition waiver of up to seven credits per semester or summer for himself or herself only.

B. Educational Programs Covered - Tuition waivers for University Employees may be granted for all undergraduate and graduate programs at the University other than continuing education as defined by the campus. Tuition waivers shall not be granted for the M.D. program at the Medical School.

C. Waivers After Termination of Employment

1. Termination During Program - If a University Employee leaves the employment of the University while a Spouse, Domestic Partner or Dependent Child is enrolled in a program of study, the Spouse, Domestic Partner or Dependent Child may complete the semester course(s) already begun without paying tuition. At the end of the semester eligibility for tuition waiver ceases.

2. Death - If a University Employee who has completed at least five years of full-time service or its equivalent as determined by the campus Chancellor, dies, while his or her Spouse, Domestic Partner or Dependent Child is enrolled in a program of study or degree program, the Spouse, Domestic Partner or Dependent Child may complete the program without paying tuition.

If at the time of death, the Spouse, Domestic Partner or Dependent Child is not enrolled, each such individual shall be eligible for one program of study or degree program tuition free.

3. Retirement - If a University Employee retires from the University, the University employee and his or her Spouse, Domestic Partner and Dependent Children shall be eligible for tuition waivers for one program of study or degree program.

D. Program Administration

1. Admissions - Admission into any program or course provided by the University shall be governed by campus admission policies. All University Employees, Spouses, Domestic Partners and Dependent Children shall meet admissions criteria to enroll, and shall meet program standards and requirements to continue. This policy in no way eliminates or modifies admissions criteria or academic standards or criteria.

2. Application - Procedures for requesting tuition waivers shall best governed by each campus provided that waivers shall best granted on a semester by semester basis and require the approval of the University Employee's supervisor and the appropriate Admissions Office.
In the case of a Spouse, Domestic Partner or Dependent Child, waivers shall be granted only after the individual has been admitted and billed for the courses.

3. Courses During Working Hours - A University Employee may take one course per semester (no more than four credits) during normal working hours provided the University Employee has arranged with his or her supervisor to make up work time lost. If the supervisor determines that the course is directly and immediately related to the University Employee's work, release time may be granted with the approval of the campus Human Resources office.

V. Repeal of Prior Policies

This policy supersedes all prior University and campus tuition waiver policies.
INFORMATION FOR EMPLOYEES CONCERNING THE TAXABILITY OF TUITION WAIVERS
FOR THEMSELVES, THEIR SPOUSES, DOMESTIC PARTNERS AND DEPENDENT CHILDREN

Under Internal Revenue (IRS) and Commonwealth of Massachusetts regulations, tuition and fee waivers for an employee, his/her spouse, domestic partner or dependent child are, under certain conditions, a taxable benefit subject to withholding for federal and state taxes. If the individual taking the course work has an earned baccalaureate degree then the value of the waiver received is taxable. If the individual taking the course work does not have a baccalaureate degree or is enrolled in a second baccalaureate degree program, then the value of the waiver is not taxable. These regulations apply for courses at either the undergraduate or graduate level. Tuition and fee waivers are exempt from taxation when an employee is taking courses which are directly related to his/her work.

The dollar value of the tuition waiver is the equivalent of tuition cost plus fees. The value of the fringe benefit will be determined as follows:

- for an employee, his/her spouse, domestic partner or dependent child enrolled at the University of Massachusetts Amherst, the value of the waiver will best obtained each semester from the Amherst Campus Bursar’s Office.
- for an employee, his/her spouse, domestic partner or dependent child enrolled at another qualified institution (any Commonwealth of Massachusetts institution of higher education), the value of the tuition waiver will be calculated based on full time student status at the University of Massachusetts Amherst. If the value of the graduate level course at the other institution is less, it will be incumbent on the employee to provide a copy of the paid bill indicating the tuition waiver value from the institution in which he/she or his/her dependent is enrolled.

The above calculated dollar value will be added to an employee’s form W-2 as a taxable fringe benefit. Taxes on the dollar value will be deducted on a semester basis. The Division of Human Resources will try to minimize the impact of this deduction by spreading the taxable amount over four payroll weeks.

The Division of Human Resources identifies and verifies employees affected by this regulation in the following two ways. If the employee, his/her spouse, domestic partner or dependent child are attending the University of Massachusetts Amherst, we will use data files maintained by the Amherst Campus Bursar’s Office. If the employee, his/her spouse, domestic partner or dependent child are attending a school other than the University, we will use the tuition remission form filed with the Division of Human Resources.
POLICIES, GUIDELINES AND PROCEDURES RELATED TO CONDUCT

AS A REPRESENTATIVE OF THE UNIVERSITY OF MASSACHUSETTS AMHERST & THE COMMONWEALTH OF MASSACHUSETTS
Policy on Consensual Relationships Between Faculty and Students

The University’s Sexual Harassment Policy prohibits unwelcomed sexual advances, but what about situations where both parties willingly consent? Dating or sexual relationships between faculty and students or post-docs (hereafter, “sexual relationships”) are also inherently problematic because of the unequal power dynamic between the parties to the relationship, the responsibility of faculty for evaluating students’ work, the possibility that other faculty and students may be adversely affected, and because such relationships diminish the trust and respect that ordinarily characterize the faculty-student relationship and are therefore inconsistent with the educational mission of the University. For these reasons, the University strongly discourages such relationships, even when both parties willingly consent.

In order to avoid any conflict of interest or abuse of authority, any faculty member who has any responsibility for supervision, evaluation, grading, advising, employment, or other instructional or supervisory activity related to a student or postdoc is prohibited from entering into a sexual relationship with that individual beginning with the effective date of this policy. For relationships that predate this policy or that began before the faculty member assumed the responsibilities, the faculty member must immediately disclose the relationship to their immediate supervisor and, if possible, remove himself/herself/themselves from these responsibilities.

Where a conflict of interest or potential conflict of interest or abuse of authority exists in the context of a sexual relationship between a faculty member and a student or post-doc predates this policy or arose before the faculty-student relationship or responsibility began, the faculty member involved shall notify their immediate supervisor. The supervisor shall have the responsibility of making arrangements to eliminate any conflict of interest that might prove detrimental to the University or to either party in the relationship, while at the same time maximizing the student/post-doc’s educational and professional opportunities. Violations of this policy should be reported to the faculty member’s supervisor, who will deal with the matter in accordance with University policy and relevant collective bargaining agreements.

Nothing in this policy should be construed to override or alter the campus Sexual Harassment Policy, http://www.umass.edu/eod/SexualHarassmentPolicy.pdf.

Questions about the Consensual Relationships policy should be directed to Associate Provost Michael Eagen.
Alcoholic Beverage Policy

PREFACE
The goal of the University Alcoholic Beverage Policy is to promote attitudes and behaviors towards alcohol use, on and off campus, that are consistent with an atmosphere of civility, and to discourage alcohol-related behavior which is abusive to oneself or to others, within the confines of preserving the civil rights of all. In accordance with the University's commitment to provide a civil, safe, and healthful environment, confidential services, resources, treatments, and various programs encompassing education and alternatives to alcohol use must be provided to support the needs and concerns of members of the University community related to alcohol and other drugs.

The following guidelines are general guidelines concerning the use of alcoholic beverages. Specific guidelines are available from various offices on campus such as Housing Services (for residence hall policies), the Office of Greek Affairs (for policies concerning the Greek system), Auxiliary Services, and the Dean of Students Office. All members of the University community are responsible for obtaining and adhering to these guidelines. Provisions of the Drug Free Schools and Communities Act and the Drug Free Workplace Act also apply, as well as regulations present in employee contracts.

I. GENERAL GUIDELINES
The acquisition, possession, transportation and consumption of alcoholic beverages are governed by various statutes of the Commonwealth of Massachusetts and regulations of the Alcoholic Beverages Control Commission. In general, some of the more pertinent statutes and regulations provide that:

- No person, group or organization may sell alcoholic beverages except pursuant to a license granted by the Commonwealth through the local government licensing authority.
- No person shall operate a motor vehicle while under the influence of alcoholic beverages. Violators are subject to arrest, fine, mandatory court education programs, loss of license and/or imprisonment.
- No person who is intoxicated shall be served an alcoholic beverage. Violators are subject to fine and possible disciplinary action from the local licensing authority.
- No person or group shall purchase or otherwise procure alcoholic beverages for consumption by a person under 21 years of age. Violators are subject to criminal charges and fine.
- No person under 21 years of age shall transport, purchase, sell, possess, or receive alcoholic beverages. (Except persons who are 18, 19, or 20, may transport or carry alcoholic beverages in the course of his/her bona fide employment in an establishment licensed to sell alcoholic beverages.) Violators are subject to arrest, criminal charges and fine.
- No person shall use the liquor identification card or driver's license of another, or supply such cards to another, or furnish false information in obtaining such cards, or alter or deface such cards. Violators are subject to possible arrest, criminal charges and fines.
- In addition to the criminal penalties for wrongful handling and use of alcoholic beverages, individuals who furnish or sell alcoholic beverages to minors or to persons who are intoxicated may be liable to such persons and to anyone else who suffers personal injury as a result of such furnishing or sale. This could result in a civil lawsuit.

II. REGULATIONS
Statutes and regulations are numerous and subject to change. The above generalizations should not be considered as a complete and categorical statement of the present law. All members of the University community are expected to acquaint themselves with the laws and regulations relative to the possession, consumption, distribution, transportation, and sale of alcoholic beverages.

**Authority** These regulations are promulgated by the Trustees of the University of Massachusetts pursuant to the provision of Massachusetts General Law, Chapter 75, Section 3, Chapter 5A, Section 10, and shall be in effect in all areas and for all persons falling under the jurisdiction of the Trustees.
Definitions  The following words as used in these regulations, unless the context otherwise requires, shall have the following meanings:

1. "Alcoholic beverage," any liquid intended for human consumption as a beverage and containing one half of one percent or more of alcohol by volume at sixty degrees Fahrenheit.

2. "All recognized student organization, fraternities, sororities, area governments and groups of students, all faculty, staff, and alumni organizations groups, al groups of visitors using Areas under University jurisdiction.".

3. "Chancellor's designee," the individual or office designated as such by the Chancellor of the University for the implementation of these regulations. See "L" of this section for duties of the responsible officer.

4. Individuals covered under this policy
   a. "Student," any person enrolled in a class or course at the University, whether full or part time, graduate or undergraduate.
   b. "Faculty," any person employed as an instructor, lecturer, assistant/associate or full professor at the University, whether on a full or part-time basis.
   c. "Staff," any person employed by the University in a professional or classified capacity whether on a full or part-time basis.
   d. "Alumni," any person previously enrolled as a student at the University, whether full or part-time, graduate or undergraduate.
   e. Any person involved in Five College activities or classes held at the University of Massachusetts.
   f. Any person who is a visitor of or who is a guest at the University.

5. "University," the University of Massachusetts Amherst.

6. Areas under jurisdiction of the University," includes all
   a. property occupied or used by (or used in the name of) the University;
   b. property owned, occupied or used by the University of Massachusetts Building Authority; and
   c. property, irrespective of ownership, which is occupied or used by a fraternity, sorority or any other recognized organization of students.

- Individual and Group Responsibility for Alcohol Related Behavior.

1. All individuals and groups covered under this policy are to observe Massachusetts state laws pertaining to alcohol, including the 21 year old drinking age law, and be aware of the legal ramifications of non-compliance.

2. Damage to or destruction of property, or injury to person(s) which is caused by or can be shown to be related to the consumption of alcohol will be subject to disciplinary action. The association of alcohol with problem behavior shall not be seen as a mitigating factor in the disciplinary process.

3. Employees or students who become the subject of campus police and security reports involving alcohol, and groups of individuals who violate campus rules because of alcohol, will be required to meet with the appropriate Vice Chancellor or his/her designated representative for discussion of the incident(s) and possible referral. Employees and students are accountable for their behavior. Behavior that violates University rules and regulations associated with alcohol abuse will be referred to appropriate Vice Chancellor or designee for intervention (assessment, education, treatment, and/or discipline) as part of the disciplinary process.

4. The sponsoring organizations of social events must abide by established procedures and standards as outlined in this policy. Failure to do so may result in action under existing University rules and regulations as may be amended from time to time and/or loss of University recognition of the organization, except where state law supersedes this action.

5. University of Massachusetts Amherst affiliated residential units and activity/social groups are responsible for adhering to rules related to alcohol service at social events and for maintaining the guidelines in this policy. Failure to do so may result in action under existing University rules and regulations as may be amended from time to time and/or loss of University recognition of the organization, except where state law supersedes this action.
6. Members of the University community who host social events in areas under jurisdiction of the University in the Amherst campus area are responsible for the alcohol related behavior of their guests.

- **Purchase of Alcoholic Beverages Restrictions.**

  1. Unless otherwise permitted by current campus operating procedures, no individual or organization may expend any campus funds for the purchase of any alcoholic beverages.

  2. No individual or group operating under campus jurisdiction may expend monies informally collected from members of an organization for the purchase of any alcoholic beverage except where said beverage is to be served as part of a duly registered and/or scheduled event, and consistent with the cultural, educational or professional purposes of the organization.

- **Organizations Serving Alcoholic Beverages Without Charge; Rules and Regulations**

  1. Organizations may serve alcoholic beverages without charge within their respective premises and within established guidelines provided:

     a. No alcoholic beverage is served to any person under the age of 21 years;

     b. No fee is charged for any alcoholic beverage; use of chits as a substitute for cash is a violation of ABC administrative regulations and is prohibited;

     c. No individual under the age of 21 years shall contribute to any fund used to purchase alcoholic beverages;

     d. No alcoholic beverage shall be served to any intoxicated person.

  2. An appropriate fee may be charged for live entertainment; provided, however, that the fee is not used for the purchase of alcoholic beverages.

  3. Admission and consumption of alcoholic beverages may be restricted by the organization to its members and their guests. The sponsoring organization may make the final decision on the approved guest list.

  4. Campus groups may have other reasonable guidelines and regulations, consistent with the regulations provided herein, to further regulate the purchase and consumption of alcoholic beverages. See “O” of this section.

- **Selling Alcoholic Beverages Rules and Regulations**

  1. All sales of alcoholic beverages must be arranged through Auxiliary Services.

  2. All sales of alcoholic beverages on University property shall be subject to and in conformity with any restrictions or conditions imposed by the local licensing authority.

  3. All persons who are hired to serve alcoholic beverages must attend one of the bartender/server training programs offered each semester by the Alcohol Education Program or by the Department of Public Safety.

  4. No alcoholic beverage shall be sold to any person under the age of 21 years.

  5. No alcoholic beverage shall be sold to any intoxicated person.

  6. No individual or organization shall apply for a license to sell alcoholic beverages unless the Responsible Officer designated by the Chancellor of the University under “L” of this Section shall first approve said application.

- **Alcoholic Beverage Container Regulations**

  1. Kegs and other large volume containers are not permitted in areas under University jurisdiction except at duly authorized/licensed events and must comply with local town regulations where applicable.

  2. Open containers are not permitted in public spaces on campus except at duly authorized events/licensed events.

  3. Safe disposal of any beverage container is required in all areas under University jurisdiction.

- **Regulations Pertaining to Outdoor Events**

  Possession, sale, or use of alcoholic beverages at outdoor events held in Areas under the Jurisdiction of the University are prohibited, (except with the approval of the Chancellor).
• Social Events/Advertising

In general, social events which encourage drinking or drunkenness as themes, and the advertisement of such events, are considered inappropriate and will not be permitted. Promotional activities or events sponsored by alcohol marketers will not be permitted, except with the approval of the appropriate Vice Chancellor or designee.

• Responsibility for Providing Certain Attendant Functions

Any person or organization providing alcoholic beverages in areas under University of Massachusetts Amherst jurisdiction, whether or not a fee is charged, shall be responsible for providing:

1. At least three non-alcoholic beverages which are prominently displayed. No one should be coerced, even subtly, to drink or to overindulge. Persons who provide alcoholic beverages to guests bear a responsibility to see that alcoholic beverages to guests bear a responsibility to see that alcohol is not served to intoxicated individuals.

2. Food (e.g., hors d'oeuvres, snacks or meals). This stipulation makes the event more balanced and reduces the probability of inebriation.

3. A clean, sanitary serving area with unused containers, cups, ice and other utensils.

4. Reasonable control of access to the immediate areas where alcoholic beverages are served or stored.

5. Sufficient supervision to insure compliance with Massachusetts Law, including a police officer or officers whereever appropriate (see "K" of this section). Failure to adhere to this policy will result in University, civil, and/or criminal sanctions.

6. A thorough and complete cleaning of the premises within twelve (12) hours after the function has ended.

• Director of Public Safety; Police Officers; Compensation

1. The Director of Public Safety for the University shall, whenever possible, provide police assistance to any Organization requesting such assistance by assigning uniformed or non-uniformed officers. The individual or Organization requesting such officers shall be responsible for their compensation. Any individual or Organization requesting assistance shall make such request no later than three weeks prior to the commencement of the function.

2. The Director or any police officer(s) assigned by him/her to provide assistance shall have authority to terminate any function where the possession, consumption or sale of alcoholic beverages is being conducted in violation of these regulation or the laws and regulations of the Commonwealth, and he/she shall notify the Chancellor's Designee of any such violation.

• Violations, Penalties

1. Any violation of these regulations shall constitute a violation of University Policy and shall be reported to the Chancellor's designee.

2. Any person or organization which has been found to have violated the provisions of these regulations will be referred to the Chancellor's designee. If any judicial proceeding involving the violation of the University alcohol or controlled substances policies results in finding of Housing Removal, Suspension or Expulsion, the parents or legal guardians of dependent students under 21 will be notified. The University may waive parental notification in unusual circumstances if a student makes a bona fide showing that such notification will create significant hardship.

3. For purposes of these regulations, in determining whether or not to hold any organization liable for the violations of its members at a sponsored event, due consideration will be given to the circumstances of the violation and the efforts of the organization as a whole to comply with the provisions of these regulations.

4. In addition, violations of these regulations may be reported to and acted upon by the civil authorities.

• Violations of the Laws of the Commonwealth; Civil and Criminal Liability

Nothing contained in these regulations shall relieve any person or organization of the responsibility to comply with the laws of the Commonwealth and the regulations of the Alcoholic Beverages Control Commission, nor from any civil or criminal liability which may result by reason of any such violation.
Summary of the Conflict of Interest Law for State Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help state employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. State employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division. State agency counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what state employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to $10,000 ($25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a state employee for conflict of interest law purposes?

You do not have to be a full-time, paid state employee to be considered a state employee for conflict of interest purposes. Anyone performing services for a state agency or holding a state position, whether paid or unpaid, including full- and part-time state employees, elected officials, volunteers, and consultants, is a state employee under the conflict of interest law. An employee of a private firm can also be a state employee, if the private firm has a contract with the state and the employee is a "key employee" under the contract, meaning the state has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with state employees, such as offering bribes or illegal gifts.

II. Applying for State Employment. (See Section 6B)

State agencies reviewing employment applications are required to request, and applicants for state employment are required to disclose, information about applicants' family members who are already employed by the state. Every applicant for state employment must disclose, in writing, the names of any state employee who is related to the applicant as spouse, parent, child, sibling, or the spouse of the applicant's parent, child, or sibling.

III. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)
A bribe is anything of value corruptly received by a state employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the state employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

State employees may not accept gifts and gratuities valued at $50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the state position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth $50 or more. A number of smaller gifts together worth $50 or more may also violate these sections.

Example of violation: A highway inspector allows a pavement contractor to buy him lunch every day during a two-month road repaving project.

Example of violation: An industry association provides a free day's social outing, including a barbecue lunch, golf, a cocktail hour, and a clam bake, to a group of legislators.

Regulatory exemptions. There are situations in which a state employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits state employees to accept payment of travel-related expenses when doing so advances a public purpose and a written disclosure is made. Another commonly used exemption permits state employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation: A non-profit concerned with preventing domestic violence offers to pay the travel expenses of an assistant district attorney to a conference on prosecuting domestic violence cases. The attorney fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation: A professional engineers' association offers a continuing education seminar of substantial value and waives the registration and materials fees for state employees who are engineers. The state engineers must make a disclosure only if the sponsoring entities have official business before them during the six months before and after the seminar.
(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A state employee may not use her official position to get something worth $50 or more that would not be properly available to other similarly situated individuals. Similarly, a state employee may not use her official position to get something worth $50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation: A state employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation: The commissioner of a state agency directs subordinates to drive her wife to and from the grocery store.

Example of violation: An assistant attorney general avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his state I.D.

(d) Self-dealing and nepotism. Participating as a state employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 6)

A state employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Neither general legislation nor home rule legislation are "particular matters" for purposes of the conflict of interest law. A state employee can participate in general legislation and home rule legislation even if she has a financial interest in such legislation, but state legislators and constitutional officers must file a disclosure if the matter will
substantially affect their financial interests, and any state employee must file a disclosure if a reasonable person would think that the employee could be improperly influenced.

**Example of violation**: The chief administrative officer of a state agency, who has a balance of 900 hours in accumulated sick leave, proposes a plan by which the agency will pay employees for accumulated sick leave.

**Example of violation**: An employee of the Massachusetts Cultural Council is also the director of a non-profit corporation dedicated to increasing art in public spaces. The non-profit applies to the Council for a grant, and the employee participates in rating the applications received for that grant.

**Example of violation**: A state employee promotes his son to a position under his supervision.

**Example where there is no violation**: Proposed legislation under consideration by the State Senate will amend the General Laws with respect to insurance coverage of ocean front property. A State Senator owns ocean front property in Cape Cod. The Senator can discuss and vote on the legislation because it is general legislation, but must file a disclosure because the legislation will substantially affect her financial interest.

A state employee whose duties do not require her to participate in a particular matter may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

An appointed state employee may also comply with the law by filing a written disclosure about the financial interest with his appointing authority, and seeking permission to participate notwithstanding the conflict. If a state employee's duties would require him to participate in a matter in which he has a financial interest, this is the procedure he should use. The appointing authority may grant written permission to participate if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of the employee's services to the state. Otherwise, the appointing authority will assign the matter to someone else, or do it herself. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

**Regulatory exemptions**. The Commission has created exemptions permitting state employees to participate in particular matters notwithstanding the presence of a financial interest in certain very specific situations when permitting them to do so advances a public purpose. A person serving as a member of a state board pursuant to a legal requirement that the board have members with a specified affiliation may participate fully in determinations of general policy by the board, even if the entity with which he is affiliated has a financial interest in the matter. A state elected official may participate in a particular matter that involves a determination of general policy where her financial interest in the matter is shared with a substantial segment of the public, as defined in the Commission’s regulation. Other exemptions are listed on the Commission's website.
**Example where there is no violation:** A state licensing board is required by its enabling legislation to have members with various specified affiliations, including members licensed by the board, and members involved in providing training required for licensure. Board members wish to participate in board discussions about imposing a continuing education requirement on licensees. Compliance with the proposed requirement will cost every licensee several hundred dollars per year. Board members who are licensees and who provide training required for licensure may participate in the determination of the continuing education requirement notwithstanding their financial interests in that matter, because it is a determination of general policy.

(e) **False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)**

A state employee may not present a false or fraudulent claim to his employer for any payment or benefit worth $50 or more, or cause another person to do so.

**Example of violation:** A state agency manager directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) **Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))**

A state employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone, or that she can be improperly influenced. Section 23(b)(3) requires a state employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for the state. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a state employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

**Example where there is no violation:** A state agency employee is engaged to be married to the owner of a business. The business owner submits a response to a request for proposals from the agency. A reasonable person could conclude that the employee might favor her fiance's response. The employee files a written disclosure with her appointing authority explaining her relationship with her fiance prior to the meeting at which responses to the RFP will be considered. There is no violation of Section 23(b)(3).

**Example where there is no violation:** The State House of Representatives is considering legislation which will create a general law that sets a maximum limit on insurance premiums paid by obstetricians. A State Representative is married to an obstetrician who will be affected by the proposed legislation. The Representative can participate in the matter but files a disclosure of his wife's interest to eliminate any appearance of a conflict. There is no violation.
(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

State employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

IV. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your state job is prohibited. (See Section 23(b)(1))

A state employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her state job.

Example: A state police trooper may not work as a paid private security guard in the area where he serves because the demands of his private employment would conflict with his duties as a trooper.

Example: A State Senator may not take a second position counseling clients on how to receive favorable consideration in the Massachusetts Senate.

(b) Divided loyalties. Receiving pay from anyone other than the state to work on a matter involving the state is prohibited. Acting as agent or attorney for anyone other than the state in a matter involving the state is also prohibited whether or not you are paid. (See Section 4)

Because the Commonwealth is entitled to the undivided loyalty of its employees, a state employee may not be paid by other people and organizations in relation to a matter in which the state has an interest. In addition, a state employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations if the state has an interest in a matter. Acting as agent includes contacting the state in person, by phone, or in writing; acting as a liaison; providing documents to the state; and serving as spokesman.

A state employee may always represent his own personal interests, even before his own state agency or board, on the same terms and conditions that would apply to other similarly situated members of the public.

Section 4 applies differently to State Senators and State Representatives than it does to other state employees, because they must frequently act on behalf of their constituents. Section 4 allows State Senators and State Representatives to perform constituent services, but prohibits them from appearing personally before state agencies for compensation other than their legislative salaries except on ministerial matters such as filing tax returns, permit and license applications, and incorporation papers, and in state court proceedings and quasi-judicial agency proceedings.
**Example of violation**: A state employee makes inquiries to another state agency about an investigation that the second state agency is conducting of his wife.

**Example of violation**: A state advisory commission member participates in matters at his agency that affect one of his private clients, and is compensated by the client for his work on its behalf.

**Example where there is no violation**: A State Senator is contacted by a constituent who has applied for benefits to a state agency, has not received a timely determination by the agency, and cannot get his calls to the agency returned. The Senator may call the agency on the constituent's behalf to inquire about the matter. The Senator's aide may also call the agency on the constituent's behalf to inquire about the matter without violating Section 4.

While many state employees earn their livelihood in state jobs, some state employees volunteer their time to the state or receive small stipends. Others may serve in a part-time state position which permits them to have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of volunteers and part-time employees to earn a living, the law is less restrictive for these "special" state employees than for other state employees.

If a state position is a "special" state position, an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before state agencies other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility, and is not pending before his own state agency.

**Example**: A part-time investigator for a state agency may work on her own time privately for a party litigating a case with a different state agency, provided that she has not participated in or had responsibility for the litigated matter in her state position.

**Example of violation**: A paid state employee accepts paid employment with a second state agency.

**Example of violation**: A paid state employee buys a surplus computer from his agency.

(c) **Inside track. Being paid by the state, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 7)**

A state employee generally may not have a financial interest in a state contract, including a second state job. A state employee is also generally prohibited from having an indirect financial interest in a contract that the state has with someone else. This provision is intended to prevent state employees from having an "inside track" to further financial opportunities.

**Example of violation**: A paid state employee accepts paid employment with a second state agency.
Example of violation: A state employee wants to work for a non-profit that receives funding under a contract with the state. Unless she can satisfy the requirements of an exemption under Section 7, she cannot take the job.

There are numerous exemptions. Some exemptions apply only to special state employees. Specific exemptions may cover State Senators and State Representatives, teaching and related activities in state facilities, serving as an uncompensated volunteer in a second state position, providing services to state agency clients, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

V. After you leave state employment. (See Section 5)

(a) Forever ban. After you leave your state job, you may never work for anyone other than the state on a matter that you worked on as a state employee.

If you participated in a matter as a state employee, you cannot ever be paid to work on that same matter for anyone other than the state, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to the state. The restriction does not prohibit former state employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation: A former state employee works for a contractor under a contract that she helped to draft and oversee for the state.

(b) One year cooling-off period. For one year after you leave your state job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former state employees are barred for one year after they leave state employment from personally appearing before any agency of the state in connection with matters that were under their authority in their prior state positions during the two years before they left.

Example: A state employee negotiates a three-year contract with a company. The manager who supervised the employee, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the state in connection with the company's work on the contract for one year after leaving the state.

A former state employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.
(c) Partners. Your partners will be subject to restrictions while you serve as a state employee and after your state service ends.

Partners of state employees and former state employees are also subject to restrictions under the conflict of interest law. If a state employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the state or provide services as an attorney to anyone but the state in relation to the matter.

Example: An architect serves on the state Architectural Access Board, and is responsible for every matter that comes before the Board. While he serves, his partners may not submit architectural plans for any clients seeking a variance from the Board.

Example: A former state agency general counsel joins a law firm as a partner. Her new partners cannot represent any private clients in connection with matters she litigated for the state for one year after her job with the state ended.

Example: A professional engineer formerly employed by a state agency joins an engineering firm organized as a partnership. His new partners cannot appear before his former agency in connection with matters that he worked on for the state for one year after his job with the state ended.

(d) Legislative and executive agents. For one year after you leave your state job you may not act as a legislative or executive agent before your former agency.

Example of violation: The chief of staff of a State Senator leaves his position. Three months later, he contacts his successor to lobby on behalf of a client.

* * * *

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. You can find further information about how the law applies in many situations elsewhere on this website. You can also contact the Commission's Legal Division via this website, by telephone, or by letter.
THE UNIVERSITY OF MASSACHUSETTS
POLICY ON CONFLICT OF INTEREST
RELATING TO INTELLECTUAL PROPERTY AND COMMERCIAL VENTURES
AMHERST & BOSTON

Under most circumstances, conflicts of interest involving individuals associated with the University are addressed by Chapter 268A of the Massachusetts General Laws, which governs the conduct of public officials and employees. However, pursuant to Massachusetts General Laws Ch. 75 14A, in the area of intellectual property and technology transfer this policy is controlling. In matters not addressed by this policy, the provisions of Chapter 268A apply.

I. Definitions
As used in the Policy, the following words shall have the following meanings:

A. Chair – The Chairperson of the Conflicts Committee, as described in detail below.


C. Company – Any corporation, partnership, association, or other legal entity, excluding entities controlled by the United States government, the Commonwealth of Massachusetts, and the University. A company shall include all affiliates and other associated entities.

D. Conflict of Interest – (i) An actual or potential conflict between the personal interests of a Covered Individual and the interests of the University or the public or (ii) the reasonable appearance of such a conflict to the public. As explained below, the University recognizes that the evidence of a conflict of interest is not improper, but could lead to improper behavior. This Policy seeks to manage conflicts of interest to minimize both the appearance of improper behavior and the harm that could result from actual improper behavior. The University does not require disclosure and review of every Conflict of Interest, but only those involving a Financial Interest and certain identified activities, as described below.

E. Conflicts Committee – A five-campus committee that reviews and manages conflicts of interest, as further described in Article II.

F. Covered Individual - Any individual associated with the University, including without limitation faculty, staff, and students, but excluding members of the CVIP and Vice Chancellors for Research. Anyone who is not a Covered Individual remains subject to the more restrictive provisions of Mass. Gen. Laws Ch. 268A.


H. Director – The Executive Director of the CVIP.

I. Equity – All ownership interests in a Company and all rights to obtain ownership interests in a Company, including without limitation common or preferred stock, warrants, options, and partnership units, and also including compensation arrangements based on equity performance (e.g., phantom stock). “Equity” does not include ownership interests that are held through publicly traded mutual funds.
J. Financial Interest – A Significant Financial Interest or Substantial Financial Interest, both as defined below.

K. Non-Equity Compensation – All compensation other than Equity that is provided by a Company or contractually promised by a Company, including without limitation salary, gifts, royalties, consulting fees, honoraria, goods, services, and travel expenses. “Non-Equity Compensation” does not include compensation that is provided by the University pursuant to (i) its Intellectual Property Policy or by another educational or research institution pursuant to a similar policy or (ii) University-approved research funding.

L. Significant Financial Interest – Has either of the following meanings.
   1. Clinical Research – In relation to Clinical Research that is performed or directed by a Covered Individual, “Significant Financial Interest” means (i) any Equity in a Company that is directly owned by, or is under the control of, a Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation from a Company in an aggregate amount greater than $1,000 within the prior twelve-month period that is directly or indirectly received by or contractually promised to a Covered Individual or a member of his or her immediate family.

   2. Non-Clinical Research – In relation to research other than Clinical Research that is performed or directed by a Covered Individual, “Significant Financial Interest” means either (i) Equity that represents more than one percent (1%) of the total equity in a Company or has a total current value of more than $10,000 that is directly owned by, or is under the control of, such Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than $10,000 within the prior twelve-month period that is received by or contractually promised to a Covered Individual or a member of his or her immediate family.

M. Substantial Financial Interest – Has either of the following meanings.
   1. Clinical Research – In relation to Clinical Research that is performed or directed by a Covered Individual, “Substantial Financial Interest” has the same meaning as “Significant Financial Interest.”

   2. Non-Clinical Research – In relation to research other than Clinical Research that is performed or directed by a Covered Individual, “Substantial Interest” means either (i) Equity that represents more than five percent (5%) of the total equity in a Company or has a total current value of more than $100,000 that is directly owned by, or is under the control of, such Covered Individual or a member of his or her immediate family or (ii) Non-Equity Compensation in an aggregate amount greater than $100,000 within the prior twelve-month period that is received by or contractually promised to a Covered Individual or a member of his or her immediate family.

N. Vice Chancellor for Research – The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. Purpose of Policy
The University recognizes that interactions between University researchers and commercial entities has many beneficial effects for the University and its faculty, staff, and students, as well as companies. For example, such interactions are an especially effective means of facilitating the commercial development of University intellectual property, which benefits the public with new goods and services and stimulates economic development. The University also recognizes that its faculty, staff, and students are unlikely to undertake the significant burdens associated with such activities without additional economic incentives.
These economic incentives may raise conflicts between the personal financial interests of the University researcher and the interests of the University, the Commonwealth, the academic community, and the general public.

In some cases, these conflicts of interest may reasonably appear to be likely to affect the judgment of a University researcher. The University has determined that a strict prohibition of these research conflicts of interest, with disciplinary sanctions for violation, does not serve the public interest because potentially beneficial interactions with industry are lost. The University recognizes that research conflicts of interest will inevitably arise in a modern research university and that the mere evidence of such conflicts, in the absence of wrongful behavior, is not improper. Therefore, this Policy seeks to manage research conflicts of interest to minimize both the appearance of an effect on the judgment of our researchers and the potential harm that could result from any conflict of interest that actually impaired their judgment. The University reserves the ability to prohibit the evidence of conflicts of interest that present unmanageable risks or which would require excessive resources to manage.

III. Administration of Policy

A. Philosophy and Role of Conflicts Committee
The University assumes that its faculty and staff act with the highest level of personal responsibility, integrity and commitment to the University. Nevertheless, complex situations can arise involving Conflicts of Interest whose management requires specialized knowledge and a multi-disciplinary, problem-solving approach. Therefore, this Policy establishes a five-campus Conflicts Committee that will administrate this Policy, review conflicts disclosures, and dispose of conflicts involving Financial Interests in a fair, objective, and confidential manner, utilizing the knowledge and judgment of Committee members and other resources the Committee desires to access. Over time, decisions made by the Committee may become precedents that will be used for guidance by the Committee to assure continued principled decision making. Some decisions may periodically be communicated (in a non-identified fashion) to faculty and staff in the form of advisories or guidelines. It is anticipated, for example, that promptly after its formation the Committee will establish and distribute advisories regarding typical Conflict of Interest situations with their appropriate resolution.

The Committee has no authority with regard to Conflicts of Interest that do not involve a Significant Financial Interest or Substantial Financial Interest. All Conflicts of Interest outside the authority of the Committee are left entirely to campus-based procedures (if any).

B. Composition of Conflicts Committee
The University will establish a thirteen-member, University-wide Committee consisting of one member of the faculty at each campus appointed under procedures established by the campus; the Vice Chancellor for Research or his or her designee at each campus; the President or his or her designee; and two non-voting members who the President may appoint from outside the University. The President shall annually select the Chair of the Committee from among the voting members. The faculty members of the Committee shall serve three year terms and may not serve more than two consecutive terms. The Director or his or her designee and the General Counsel or his or her designee may attend all meetings of the Committee.

C. Actions by Conflicts Committee
The Committee shall hold regular meetings on a monthly basis unless there are no matters for the Committee to consider or a quorum will not be achieved. The Committee shall establish procedures for special meetings. The Vice Chancellor for Research shall collect disclosures on each campus, and the Chair shall best responsible for collecting disclosure forms from the Vice Chancellors of Research, distributing forms in advance of meetings, scheduling meetings, and setting the agenda. Members may
participate in meetings using voice or video-conferencing technology, provided that all members shall receive advance notice of all meetings. The Director and the General Counsel shall be informed of the date, time and place of all meetings in the same fashion as Committee members and shall be furnished with all information provided to Committee members. Decisions of the Committee will be made by a majority of the voting members in as expeditious a manner as possible and will be recorded in written minutes. These minutes shall not include any identifying information about the individuals or companies that are the subject of Committee deliberations, but shall describe situations and their resolution in general terms. The Vice Chancellor for Research shall make these written minutes available to the campus community. At the request of any Covered Individual, the Vice Chancellor for Research shall furnish that Covered Individual with complete information regarding the status of his or her disclosed Conflict of Interest.

D. Recusal Procedures
A Committee member shall recuse himself or herself from voting on any specific case in which that member has an actual bias or the reasonable appearance of bias. A Committee member shall recuse himself or herself from voting on or discussing, and shall exit the meeting during consideration of, any specific case in which that member has an actual conflict of interest or the reasonable appearance of conflict of interest. These recusal procedures shall not apply to votes on, or consideration of, the consent agenda as a whole. For the purposes of these Rules, the term “bias” means circumstances under which a Committee member would experience (or would reasonably appear to experience) impaired objectivity with respect to a case, and the term “conflict of interest” means circumstances in which the Committee member (or a member of his or her immediate family) has a financial interest that would best affected by (or would reasonably appear to be affected by) the disposition of a case. An example of bias is where a Committee member has a personal relationship with, or a strong opinion about an individual, either positive or negative, that could reasonably appear to impair the objectivity of the member in a case involving that individual. An example of conflict of interest is where a Committee member has a lucrative consulting relationship with a company that is the subject of a case before the Committee.

Although a recusal decision will ordinarily be made by the Committee member, the Chair may require recusal of a member under two circumstances. First, any Committee member may be challenged for bias or conflict of interest by a faculty member whose case is before the Committee. This challenge shall take the form of a confidential written explanation that the faculty member transmits to the Chair. If the Chair concurs with the challenge, the Chair may require recusal of the Committee member. Second, if the Chair has actual knowledge or a reasonable belief, based on competent information, that the Committee member has an actual bias or that a conflict of interest exists, the Chair may require recusal of the member. If the Chair requires recusal of a Committee member for any reason, or if the Chair does not require recusal of a challenged Committee member, the Chair shall include within the file a confidential written record of the basis for the decision, which shall be available for consideration on appeal.

E. Confidentiality of Disclosures
Many of the matters brought to the Committee for review and action will include information of a personal and private nature concerning the financial interests of Covered Individuals, proprietary business information, and other information of a highly confidential nature. Accordingly, the Committee will meet in closed session; all members and observers must maintain all disclosed information in strict confidence; and the Committee will take all precautions and actions necessary to preserve the confidentiality of such information. In addition, at the request of a faculty member, the Vice Chancellor for Research shall have discretion to limit disclosure of identities to University counsel and the Committee Chair, rather than the whole Committee, to satisfy the preferences of that faculty member. Information disclosed under this Policy may be further disclosed outside the University if required by applicable law, but only after the General Counsel approves such disclosure and the affected Covered Individual is notified that the information will be released.
IV. Policy
A. Authority of Conflicts Committee
The Conflicts Committee shall have general authority to review and dispose of Conflicts of Interest involving Significant and Substantial Financial Interests together with the activities described in Section IV. B. The Committee will have broad discretion in resolving Conflicts of Interest. The Committee shall have authority to add to the list of activities in Section IV. B as the Committee identifies additional activities that raise serious concerns. The Committee shall annually review the dollar amounts indicated in Sections I.K. and I.L. of the Policy, and shall have authority to adjust those amounts to account for inflation and other economic factors. The Committee shall have authority to interpret the Policy. The Committee shall give notice of its interpretative statements through its written minutes and periodic advisories.

B. Disclosure of Conflicts of Interest
All Covered Individuals must disclose a Significant or Substantial Financial Interest to the Vice Chancellor for Research or his or her designee in situations designated by this Policy in which the Financial Interest may present a Conflict of Interest involving the use of students, technology transfer activities, or the outcome of research that is performed or directed by that Covered Individual with significant use of University funds, facilities, or equipment.

In addition, some federal agencies and non-profit organizations may require disclosure of a Financial Interest under certain circumstances. The CVIP will prepare appropriate disclosure forms and make them available on campus.

The following situations require disclosure at the time noted in each paragraph:

1. Company-Sponsored Research Proposals – If a Covered Individual intends to perform or direct Company-sponsored research at the University, and if the Covered Individual has a Financial Interest in that Company, or has received a Financial Interest from that Company, then the Financial Interest should be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy before the Covered Individual submits to the University a proposal relating to such research.

2. Company-Sponsored Research - If a Covered Individual performs or directs Company-sponsored research at the University, and if the Covered Individual intends to receive or actually receives a Financial Interest in that Company or from that Company at any time (i) during the conduct of the research or (ii) within one year after cessation of the research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.

3. Government and Non-Profit Institution Grant Applications In general, if a Covered Individual intends to submit an application for research funding from a U.S. Government agency or a non-profit institution, then the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such application. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that a Covered Individual first disclose to the Vice Chancellor for Research and obtain approval of (i) certain of his or her Financial Interests in any Company whose financial interests would reasonably appear to be affected by the proposed research and (ii) certain of his or her Financial Interests in any Company whose financial interest would reasonably appear to be affected by the proposed research.
4. Government and Non-Profit Institution-Funded Research If a Covered Individual performs or directs research that is funded directly or indirectly by a U.S. Government agency or a non-profit institution, the Covered Individual must comply with any disclosure and approval procedures required by the agency or institution in connection with such funding. For example, in order to comply with Public Health Service and National Science Foundation requirements, the University requires that if a Covered Individual intends to receive or actually receives (i) a Financial Interest that would reasonably appear to be affected by the proposed research or (ii) a Financial Interest in any Company whose financial interests would reasonably appear to be affected by the proposed research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy before it is received, if possible, or immediately after it is received, if prior disclosure is impossible.

5. Licensing to Certain Companies – If a Company intends to obtain a license to University-owned intellectual property, directly or indirectly, and if the Covered Individual who developed, discovered, or created that intellectual property or who is involved in negotiating the license (i) becomes aware of such intention and (ii) has a Financial Interest in that Company, the Financial Interest must be immediately disclosed to the Vice Chancellor for Research, who shall notify the CVIP. If the Director or a member of the CVIP staff or the Vice Chancellor for Research has such a Financial Interest, it must be disclosed to the President or his or her designee.

6. Involvement of students – If a faculty member intends to receive or actually receives a Financial Interest in a Company, and if the faculty member supervises or otherwise has control over students who will best involved in work for the Company outside of the University, then the faculty member must disclose the Financial Interest and planned student involvement to the Vice Chancellor for Research and receive approval in accordance with this Policy before the assistance of students in such work commences.

7. Changes to a Financial Interest – All Covered Individuals must disclose material changes in previously disclosed Financial Interests. A Significant Financial Interest that becomes a Substantial Financial Interest is always considered a material change.

No disclosure is required under this Policy unless the Conflict of Interest is within one of the above categories. The Conflicts Committee has authority to add to this list. In such event, the Committee will issue an official advisory to provide notice of the change, and shall update the Conflict of Interest Disclosure Form to reflect the change.

C. Management of Conflicts
Covered Individuals are generally prohibited from having a Conflict of Interest that is disclosable under Section IV.B. unless University has reviewed and allowed both the activity and the Financial Interest. There are two different procedures for review and allowance of these Conflicts of Interest, as set forth below. If a Conflict of Interest involves a Substantial Financial Interest, it necessitates rigorous review that may result in prohibition or allowance accompanied by conditions. On the other hand, if a Conflict of Interest involves a Significant Financial Interest and not a Substantial Financial Interest, then the Conflict of Interest ordinarily requires a less rigorous review process and ordinarily will be allowed.

1. Interim Decisions. The University understands that transactions sometimes arise quickly and unexpectedly, such that the usual conflicts review process could cause delays that might jeopardize the transaction. Under these unusual circumstances, at the request of a Covered Individual, the Conflicts Committee or its Chair, in consultation with the Vice Chancellor for Research, may give an interim decision or otherwise impose measures that it finds necessary or desirable to preserve the existing situation until a formal review is completed. Such measures may allow a Conflict of Interest to exist, with
or without conditions, while a formal review is pending. The interim decision may also prohibit the evidence of the Conflict of Interest until reviewed by the Committee. As necessary, the Committee may also hold a special meeting to review a disclosure before the next regularly scheduled meeting.

2. Expedited Review of Conflicts: Consent Agenda – If a disclosure involves a Significant Financial Interest but not a Substantial Financial Interest, the Conflict of Interest will ordinarily receive expedited review and allowance. Under this expedited procedure, the Vice Chancellor for Research will review the disclosures submitted by Covered Individuals at his or her campus and either grant preliminary allowance or recommend review by the full Committee. If the Vice Chancellor for Research recommends review by the full Committee, the Vice Chancellor for Research shall give written reasons for that recommendation, which shall become part of the record and shall be made available to the Covered Individual. All Conflicts of Interest that are granted preliminary allowance will be placed on a list that is provided to the full Committee. The Chair or any Committee member may select disclosures on the list for review by the full Committee on the regular agenda; all disclosures not selected will be finally allowed in a single vote at the conclusion of the meeting. If a disclosure is selected for full review, the Chair shall give written reasons for that selection, which shall become part of the record and shall be made available to the Covered Individual. The Committee may establish conditions to manage certain categories of these Conflicts of Interest under special or unusual circumstances.

3. Full Review of Conflicts: Regular Agenda – If a disclosure involves a Substantial Financial Interest, the Vice Chancellor for Research will forward the disclosure to the Chair for inclusion on a Committee meeting agenda. The Chair will also include on the meeting agenda any disclosures involving a Significant Financial Interest that have been selected by the Vice Chancellor for Research as appropriate for full review. The Conflicts Committee will regularly review and dispose of all such Conflicts of Interest as described in detail below, as expeditiously as possible.

   a. Review of Conflicts – The Conflicts Committee formally review all conflicts disclosures that (i) involve a Substantial Financial Interest, (ii) involve a Significant Financial Interest and are recommended for full review by the Vice Chancellor for Research, or (iii) are selected by the Chair from the list of disclosures involving a Significant Financial Interest. In the case of a disclosure involving a Substantial Financial Interest, the Conflicts Committee will ordinarily permit such a Conflict of Interest to exist only under certain conditions, which are intended to minimize any harm that could result from the Conflict of Interest.

   b. Disposition of Conflicts – After completing the formal review, the Conflicts Committee may decide upon one or more of the following dispositions:

      (1) allow a Conflict of Interest because the circumstances require no action;
      (2) allow a Conflict of Interest with conditions, such as
          · public disclosure of the Financial Interest in publications describing the research results;
          · independent monitoring of the research;
          · modification of the research plan;
          · imposition of a holding period on the stock or other security in the case of a Financial Interest consisting of Equity, which will minimize the appearance of influence on the outcome of the research;
      (3) prohibit a Conflict of Interest with compliance steps to remove the conflict, such as
          · divestiture of the Financial Interest in
          · disqualification of the Covered Individual from the research; or
(4) postpone consideration of the matter pending further information of investigation.

4. Time Periods for Decisions. At the request of a Covered Individual, and under circumstances in which an urgent decision is required, the Chair shall render an interim decision (which may result in prohibition) within thirty days after receiving a complete and accurate disclosure of the Conflict of Interest. This decision will remain in effect until the Conflicts Committee renders a decision. In all other cases, the Conflicts Committee will ordinarily render a decision not later than ninety days after receiving a complete and accurate disclosure of the Conflict of Interest.

The Conflicts Committee will use every effort to render a decision earlier than this ninety-day deadline. In appropriate circumstances, the Committee may hold a special meeting to make a decision prior to the next regularly scheduled meeting. The University strongly recommends that Covered Individuals begin the conflicts approval process at the first step of any transaction so that the review process will be completed before the transaction is completed. This will ensure that transactions will not be delayed while the conflicts review process occurs.

V. Public statements
A number of problems may best posed when statements are made by scientists about research before the research has been publicized in scholarly journals or symposia, when the scientist has a Financial Interest in a Company that ands to benefit from the research. In order to avoid any such occurrences at the University, all Covered Individuals who perform or direct research for a Company in which they have a Financial Interest must refrain from making public statements about the results of any research relating to that disclosure prior to (i) publication of the results in a recognized scholarly journal or (ii) presentation of the results at a recognized scholarly meeting. The Vice Chancellor for Research may make exceptions to this rule in appropriate cases. This restriction applies whether or not the University allows an activity that presents a Conflict of Interest to continue after review.

VI. Appeals
Any Covered Individual may appeal an initial decision of the Committee by requesting a rehearsing of the matter. The rehearing shall occur at the next regularly scheduled meeting of the Conflicts Committee. At the rehearing, the Covered Individual may personally appear before the Committee and shall have the right to be accompanied by counsel or a union representative. The Committee shall establish written procedures for the conduct of hearings. The Committee shall issue a reconsidered decision promptly after the conclusion of the rehearing.

If a Covered Individual who is a faculty member continues to disagree with the reconsidered decision of the Committee, the faculty member may request an advisory opinion from an ad hoc faculty committee composed of three members appointed by the Chancellor for that campus and three members appointed by the Faculty Senate. The faculty member and the Vice Chancellor for Research (on behalf of the Conflicts Committee) will each present their views to the ad hoc committee. The committee will adopt an opinion by vote of a majority of its members. In the event of a deadlock, the committee may adopt two opinions. The committee will transmit its written opinion to the faculty member and the Vice Chancellor for Research (who shall relay the decision to the Conflicts Committee). The Conflicts Committee shall consider the opinion of the ad hoc committee at its next regularly scheduled meeting, and may either reaffirm or change its decision.

Any Covered Individual may make a final appeal to the President. The President shall review the documentary record of the decision and, at the discretion of the President, may meet with the Covered
Individual and members of the Committee. In the case of a faculty appellant who has requested an advisory opinion from an ad hoc faculty committee, the President shall consider that opinion and shall provide a written rationale in the event of disagreement. The decision of the President shall be final.

If a Covered Individual disagrees with this final decision, the Covered Individual may exercise his or her individual legal rights to challenge the decision on the grounds that (i) due process was not followed or (ii) the decision is arbitrary and capricious, but no Covered Individual may challenge the decision on substantive grounds. Any such challenge shall be brought in a court of law located in the Commonwealth of Massachusetts. This acknowledgment by the University that a Faculty Member has the right to pursue a legal claim is not an admission by the University that any Faculty Member actually has any actionable legal claim. Rather, the University seeks to preserve the legal rights of a Faculty Member outside of the collective bargaining process after internal appeals are exhausted.

VII. Enforcement
If a Covered Individual fails to disclose a disclosable Conflict of Interest, or otherwise violates the Policy, the Committee may refer the matter to the appropriate University official or committee for disciplinary action or other appropriate action.

If a Covered Individual discloses a Conflict of Interest but refuses to accept a decision of the Committee, the Covered Individual may voluntarily eliminate the Conflict of Interest by removing the Financial Interest or ceasing the activity affected by the Financial Interest. For example, a Covered Individual could choose to retain a lucrative consulting agreement and refuse a sponsored research agreement with the same company. In this situation, no enforcement is necessary because there is no violation of the Policy.

In contra, if a Covered Individual does not eliminate the Conflict of Interest and either proceeds with a prohibited Conflict of Interest or refuses to agree with the conditions imposed by the Committee for allowance, the Covered Individual has violated the policy and enforcement actions are appropriate.

VIII. Periodic Review of Policy
At least every three years following adoption of this Policy, the Conflicts Committee will conduct an evaluation of this Policy and, if necessary, formulate amendments for consideration by the President and Trustees of the University. The Conflicts Committee will solicit comments from the Faculty Senate before formulating any amendments.
Drug Free Workplace

In Compliance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined in the Act, is prohibited in the workplace, whether on or off University premises, when an employee is directly engaged in the performance of work pursuant to the provisions of a Federal grant.

All University campuses will ensure that their drug-free awareness programs inform employees of this policy of maintaining a drug-free workplace; of the dangers of drug abuse in the workplace; of available drug counseling, rehabilitation, and employee assistance programs; and of the penalties that may be imposed for drug abuse violations occurring in the workplace. Each employee engaged in the performance of a Federal grant will be given a copy of the policy.

As a condition of employment under a Federal grant, employees must abide by the terms of the above policy and notify the University of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The University must notify the contracting agency within ten days after receiving notice of a conviction. Any individual so convicted will be subject to appropriate disciplinary action, up to and including termination of employment, expulsion of students, and referral for prosecution may result as deemed appropriate. Applicable legal sanctions for the unlawful possession or distribution of drugs and alcohol are summarized in the following section.

Drug-Free Schools and Communities Act
AMENDMENTS OF 1989 PUBLIC LAW 101-226

The University of Massachusetts Amherst, in accordance with both federal legislation and existing University policy, is committed to providing a drug-free, healthful, and safe environment for all faculty, staff and students.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, and the unauthorized possession or use of alcoholic beverages on the Amherst campus or as part of any University activity or business off University premises is prohibited. If it is determined that a violation of this policy has occurred, disciplinary action up to and including termination of employment, expulsion of students, and referral for prosecution may result as deemed appropriate. Applicable legal sanctions for the unlawful possession or distribution of drugs and alcohol are summarized in the following section.

The University recognizes alcohol and drug dependency as an illness and a major health problem. Alcohol is the number one drug problem in this country and on campus. Drinking alcohol has acute effects on the body. It impairs judgment, vision, coordination and speech and often leads to dangerous risk-taking behavior. These may include drunken driving, injuries and serious accidents. Nearly half of all accidental deaths, suicides and homicides are alcohol related. The misuse of alcohol is often involved in violent behavior, acquaintance rape, unintended pregnancies, and the exposure to sexually transmitted diseases. Long-term excessive drinking and drug use can lead to a wide variety of health problems in many different organ systems.

The use of drugs and alcohol can cause physical and psychological dependence. They can interfere with memory, sensation and perception. Drugs impair the brain's ability to synthesize information. Regular users of drugs develop tolerance and physical dependence often experienced by withdrawal symptoms. The psychological dependence occurs when the drug taking becomes central to the user's life.
Employees who need help with substance abuse problems and co-workers/family members of substance abusers are encouraged to use the University Faculty and staff Assistance Program (545-0350). Services include assessment, referral to professional treatment and self-help programs, an early recovery group and extensive follow-up. All contacts are confidential and conscientious efforts to seek help will not jeopardize any employee's job.

Students with substance abuse problems are encouraged to use the full range of educational and treatment services provided by the University Health Services. The Alcohol and Drug Education Program (577-5181) offers workshops, information, and referrals to treatment and self-help groups, as well as adult children of alcoholic groups. The Mental Health Division (545-2337) provides individual, couples and family therapy for students who have paid the health fee, and for other members of the University community with UHS contracted health plans. Detoxification is available in the inpatient unit on a limited basis. All contacts are confidential. The Athletic Health Enhancement Program (545-4588) is a collaboration of the University Health Services and the Athletic Department, and offers a special focus on drug and alcohol concerns. The Residential Education Alcohol Program (545-0137) offers services to students who violate the Code of student Conduct through alcohol-related behaviors, and provides students an educational experience to help change problem behaviors.

This information has been compiled and distributed to all members of the campus community to meet the requirements of the Drug-Free Schools and Communities Act. In addition to this policy, other University policies remain in force. These policies are available in the following documents, as appropriate: University Alcoholic Beverage Policy, Code of student Conduct, Residence Hall Manual, Faculty Handbook, AFSCME Handbook, Drug Free Workplace Act.

**SUMMARY OF LEGAL SANCTIONS FOR THE UNLAWFUL POSSESSION OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL PROVIDED IN COMPLIANCE WITH THE DRUG-FREE SCHOOLS AND COMMUNITIES ACT**

Local, state, and federal laws make illegal uses of drugs and alcohol serious crimes. Conviction can lead to imprisonment, fines and assigned community service. A felony conviction for such an offense can prevent an individual from entering many fields of employment and licensed professions.

Cities and towns in Massachusetts, specifically Amherst, prohibit public consumption of alcohol and impose fines for violation. The Metropolitan District Commission also prohibits public consumption of alcohol in its parks.

Massachusetts laws prohibit sale or delivery of alcoholic beverages to persons under 21 with a fine of up to $2,000 and 6 months imprisonment, or both for violations. Misrepresenting one's age or falsifying an identification to obtain alcoholic beverages is punishable by a fine of $300. A first conviction of driving under the influence of alcohol has a penalty of a $1,000 fine, one-year revocation of driver's license, up to two years in prison, and mandatory participation in an alcohol rehabilitation program.

Massachusetts has criminal penalties for the illicit use of controlled substances (or "drugs"), with penalties varying with the type of drug. In general, narcotics, addictive drugs, and drugs with a high potential for abuse have heavier penalties.

A law enacted in Massachusetts in August, 1990, imposes a mandatory minimum of five years imprisonment for causing, inducing or abetting a person under eighteen years old to distribute, disperse or possess with intent to distribute controlled substances, or to deliver or possess money in conjunction with such controlled substances.
Possession of drugs is illegal without valid authorization. While penalties for possession are generally not as great as for manufacture and distribution of drugs, possession of a relatively large quantity may best be considered distribution. Under both state and federal laws, penalties for possession, manufacture and distribution are much greater for second and subsequent convictions. Many laws dictate mandatory prison terms and the full minimum term must be served.

Massachusetts makes it illegal to be in a place where heroin is kept and to be "in the company" of a person known to possess heroin. Anyone in the presence of heroin at a private party risks a serious drug conviction. Sale and possession of "drug paraphernalia" is illegal in Massachusetts.

Persons convicted of drug possession under state or federal law may be ineligible for federal student grants and loans for up to one year after the first conviction and five years after the second; the penalty for distributing drugs is loss of benefits for five years after the first, 10 years after the second and permanently after the third conviction.

Under Federal law, distribution of drugs to persons under age 21 is punishable by twice the normal penalty with a mandatory one year in prison; a third conviction is punishable by mandatory life imprisonment. These penalties apply to distribution of drugs in or within 1,000 feet of a college or school. Federal law sets greatly heightened prison sentences for the manufacture and distribution of drugs if death or serious injury results from use of the substance.

September, 1997
Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee’s religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers’ acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETRALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.
Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

**INDIVIDUALS WITH DISABILITIES**
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

**DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**
The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

**RETRIBUTION**
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 ... an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

**Programs or Activities Receiving Federal Financial Assistance**

**RACE, COLOR, NATIONAL ORIGIN, SEX**
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

**INDIVIDUALS WITH DISABILITIES**
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.
The Executive Order 11246 section is revised as follows:

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

PAY SECRECY

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

PROTECTED VETERANS

The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Mandatory Supplement to EEOC P/E-1(Revised 11/09) “EEO is the Law” Poster.

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | www.dol.gov.
To the Campus Community:

I am writing to you to remind you of UMass Amherst’s policies and procedures regarding U.S. export controls.

Export controls are the U.S. laws and regulations that regulate and restrict the release of critical technologies, technical data, software code, equipment, chemical and biological materials, and other materials, and information and services to foreign nationals and foreign countries for reasons of foreign policy and national security.

The full Export Control Policy, training materials, resources, and guidance on the laws and regulations are available at https://www.umass.edu/research/export-control.

These laws apply to virtually all fields of science and engineering and restrict the shipment, transmission or transfer of certain items, software, technology, and services from the U.S. to foreign countries. Deemed exports, i.e. the release of controlled information to foreign nationals located in the U.S., also apply under the regulations. Export control laws apply to all activities – not just sponsored research projects.

An export is considered to be:

- a shipment of a controlled item or good,
- transmission (electronic or digital) of a controlled item or information related to a controlled item,
- transfer, release or disclosure (including verbal or visual) of any controlled item, technology, software or technical data, or service either in U.S. or abroad,
- use or application of controlled technology on behalf of, or for the benefit of, any foreign person or entity, either in U.S. or abroad.

It is the policy of the University of Massachusetts Amherst to comply fully with U.S. export control and trade sanctions, laws, and regulations.

It is the responsibility of all campus community members to review export control regulations and adhere to their requirements. Willful and knowing violation of these directives is a criminal offense.

Should you have questions regarding the impact of export control compliance on your work for the University, please contact the Office of Research Compliance at (413) 545-5283.
Export Control Policy

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These laws apply to virtually all fields of science and engineering and restrict the shipment, transmission or transfer of certain items, software, technology and services from the U.S. to foreign countries. Deemed exports, i.e. the release of controlled information to foreign nationals located in the U.S., also apply under the regulations. Export control laws apply to all activities – not just sponsored research projects.

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- transmission (electronic or digital) of a controlled item or information related to a controlled item,
- transfer, release or disclosure (including verbal or visual) of any controlled item, technology, software or technical data, or service either in U.S. or abroad,
- use or application of controlled technology on behalf of, or for the benefit of, any foreign person or entity, either in U.S. or abroad.

There are several factors to consider in determining how export regulations may apply:

1) Is the activity considered fundamental research? (Will research results be published and publicly available?)
2) Is the activity limited to teaching activities?
3) Is there any physical or deemed export of a product, technology, or data?
4) Are foreign nationals involved in the activity?
5) Does an Export Control Classification Number (ECCN) apply?
6) Where is it going (country)?
7) Who is the end-user (person and entity)?
8) Are you screening for persons or entities identified on any lists of persons barred or restricted from conducting transactions with U.S. persons?
9) Is a license required? If so, is enough time allowed to secure one?
10) Will the activity involve an embargoed country?

These guidelines are intended to outline processes for members of the UMASS AMHERST community to follow to ensure that UMASS AMHERST is in compliance with all export control laws. All new employees shall receive and acknowledge receipt of the UMASS AMHERST Export Control Guidelines at the time of new employee orientation from the UMASS AMHERST Human Resources Department.

Export Control Policy 11/06/09
Institutional Policy
It is the policy of the University of Massachusetts Amherst (UMASS AMHERST) to comply fully with the U.S. export control laws and regulations. The UMASS AMHERST Office of the Vice Chancellor for Research and Engagement is charged with oversight of export control matters and any export control questions or issues should be brought to their attention.

It is also the mission and policy of the University of Massachusetts Amherst (UMASS AMHERST) to conduct instruction, research, and services openly and without prohibitions on the publication and dissemination of the results of academic and research activities. As a result, in many instances the requirements of the export control laws can be appropriately satisfied through reliance on available exclusions from export controls, such as exclusions for educational information, and exclusions for information that is publicly available or in the public domain.

Chief among these is the fundamental research exclusion (FRE) under the EAR and ITAR. Fundamental research means basic or applied research in science and engineering, the results of which are ordinarily published and shared broadly within the scientific community. Restrictions on publication of research results (other than prepublication reviews by research sponsors to prevent inadvertent disclosure of proprietary information provided to the researcher by the sponsor or to insure that publication will not compromise patent rights of the sponsor) and personnel access restrictions (such as to foreign nationals) invalidates the fundamental research exclusion. However, the FRE does not include an exclusion for the export, including deemed export, of goods that result from a research project.

For activities conducted by U.S. citizens or permanent residents that provide know how to or involve foreign nationals for a covered technology, export regulations apply and a license from one or more of the U.S. Government agencies may be required before any such activities are initiated. Appropriate time must be allowed to obtain such licenses. For the most current information on export control regulations, go to www.bis.doc.gov.

It is the responsibility of UMASS AMHERST faculty, administrators, and staff to be aware of and comply with these laws and with UMASS AMHERST's written instructions and procedures. Under no circumstances shall employees or other persons acting on behalf of UMASS AMHERST engage in activities that violate U.S. export control laws. UMASS AMHERST demands strict compliance with OFAC regulations governing transactions with embargoed countries and activities of concern.

The export control laws and regulations include those administered by the Department of Commerce through its Export Administration Regulations (EAR) and the Department of State through the International Traffic in Arms Regulations (ITAR) as well as those imposed by the Treasury Department through the Office of Foreign Assets Control (OFAC). Willful and knowing violation of these directives is a criminal offense.

Export Control Policy 11/06/09
FEDERAL LAWS, REGULATIONS, AND PENALTIES

Three U.S. Government agencies have primary export licensing responsibilities: the Departments of Commerce, Energy, State, and the Treasury. The primary U.S. regulations controlling export activities are the International Traffic in Arms Regulations (ITAR) administered by the Department of State; the Export Administration Regulations (EAR) administered by the Department of Commerce; and the foreign asset control regulations administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury. The Commerce Department administers the Commerce Control List and the State Department administers the U.S. Munitions List.

The U.S. Government controls exports on a case-by-case basis, examining four factors: the destination, end-user, product, and its end-use.

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<tr>
<th>Mechanism</th>
<th>Governing Department</th>
<th>Covers</th>
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<tbody>
<tr>
<td>EAR</td>
<td>Commerce</td>
<td>Dual-use goods, technology, chemicals and software</td>
</tr>
<tr>
<td>ITAR</td>
<td>State</td>
<td>Military items; space-related technology and research</td>
</tr>
<tr>
<td>OFAC</td>
<td>Treasury</td>
<td>Trade prohibitions with sanctioned countries/entities</td>
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EAR and ITAR apply to the transfer of specific physical items and information and the provision of specific services to persons and entities outside the U.S. (exports) and to the disclosure of specific information and the provision of specific types of services to foreign nationals inside the U.S. (deemed exports).

OFAC regulations restrict transactions with embargoed countries and activities such as terrorism, drug trafficking and proliferation of weapons of mass destruction. Even when exclusions to EAR or ITAR apply, OFAC may prohibit payment, travel and the transfer of items, assets, and services of value to sanctioned nations (check the OFAC website [www.treas.gov/ofac](http://www.treas.gov/ofac) for the latest information about embargoed countries).

The majority of exports do not require government licenses. Only exports that the U.S. Government considers “license controlled” under the EAR and ITAR require licenses. Export controlled transfers usually are required for one of the following reasons:

- The nature of the export has actual or potential military applications or economic protection issues
- Government concerns about the destination country, organization, or individual
- Government concerns about the declared or suspected end use or the end user of the export

Even if an item appears on a list for controlled technology, there is generally an exclusion for “fundamental research”. For research to be considered “fundamental research” there cannot be restrictions on publication of the research or restrictions on personnel.

Export Control Policy 11/06/09
The University will assist any member of the University community in complying with export control laws, including pursuing licenses from U.S. Government agencies, where appropriate. However, the primary responsibility rests with the faculty/staff member and/or researcher, as the individual most informed about the contemplated project.

A helpful tool for analyzing exclusions under the EAR for publicly available information is the Questions and Answers – Technology and Software Subject to the EAR which is found in Supplement 1 to part 774 of the EAR.

**Penalties**

There are potentially severe civil and criminal penalties, including fines and imprisonment, for violating the export control laws and both the organization and the individuals involved are subject to these penalties. The University and the individual(s) involved may also lose their ability to export in the future. The criminal and civil penalties for unlawful export and disclosure of information in violation of U.S. export control laws include the following, depending on the items involved and the jurisdiction that applies:

**EAR**: Criminal violations by the university can incur penalties up to $1 million for each willful violation. For individuals, these penalties can reach up to $1 million or 20 years imprisonment, or both, per violation. Civil penalties for both the university and individuals can reach up to $250,000 per violation, or five times the value of the export, whichever is greater. These violations can also result in a denial of export privileges as well as other potential collateral penalties.

**ITAR**: Criminal penalties can reach up to $1 million per violation and 10 years imprisonment for individual willful violations. Civil penalties imposed upon departments, agencies, and officials can reach up to $500,000 per violation. A university found to be in violation of ITAR regulations can be debarred from contracting with the government and could lose its export privilege.

**OFAC**: Penalties will range depending upon the sanction regime in question. Criminal violations by the university can reach up to $1 million, and criminal penalties for individuals can reach $1 million or 20 years in prison, or both. Civil penalties can be imposed up to $250,000 per violation, or two times the transaction in question, or both.
TERMS AND DEFINITIONS


**Commerce Control List (CCL)** - List of items under the export control jurisdiction of the Bureau of Industry and Security, U.S. Department of Commerce. The CCL is found in Supplement 1 to part 774 of the EAR.

**CCL Category** - The CCL is divided into ten categories: (0) Nuclear Materials, Facilities and Equipment, and Miscellaneous; (1) Materials, Chemicals, "Microorganisms," and Toxins; (2) Materials Processing; (3) Electronics Design, Development and Production; (4) Computers; (5) Telecommunications; (6) Sensors; (7) Navigation and Avionics; (8) Marine; (9) Propulsion Systems, Space Vehicles, and Related Equipment.

**CCL Group** - The CCL is divided into 10 categories. Each category is subdivided into five groups, designated by the letters A through E: (A) Equipment, assemblies, and components; (B) Test, inspection and production equipment; (C) Materials; (D) Software; and (E) Technology.

**Controlled country** - A country designated controlled for national security purposes found in Country Group D:1. The Entity List should be checked at http://www.bis.doc.gov/complianceandenforcement/liststostcheck.htm (EAR Supp No. 4 to Part 744) for the latest information about restricted countries and license requirements. (EAR Part 740, Supp. No. 1 provides a list of the country groups.)

**Deemed export** – Whenever a foreign national on U.S. soil may be exposed to or is able to access in any manner an export-controlled item or information. It is “deemed” to be an export to the home country of the foreign entity or individual.

**Defense Article** - Any item designated in the U.S. Munitions List. Examples include specified chemical agents, cameras designated for military purposes, specified lasers, and some GPS equipment and any directly related technical data. (ITAR 120.6)

**Defense Service** - Providing of assistance (including training) anywhere (inside the United States or abroad) to foreign nationals in connection with the design, development, engineering, manufacture, production, etc. of a defense article, and the furnishing of any related technical data. (ITAR 120.9) The *Bona Fide* Employee Exemption does not apply to where the employee with be provided a Defense Service.

**Debarred Parties List** - List of individuals denied export privileges under ITAR and maintained by the State Department. Information can be accessed from http://www.bis.doc.gov/complianceandenforcement/liststostcheck.htm.

**Denied Persons List** - A list of persons who have been issued a denial order from the Commerce Department’s Bureau of Export Administration (BXA). U.S. exporters and third parties in general are prohibited from dealing with these persons in transactions involving U.S. items. The list can be accessed from http://www.bis.doc.gov/complianceandenforcement/liststostcheck.htm.

Export Control Policy 11/06/09
Dual-use - Items that have both commercial and military or proliferation applications. While this term is used informally to describe items that are subject to the EAR, purely commercial items are also subject to the EAR (see §734.2(a) of the EAR).

Empowered Official - U.S. person who:

1. Is directly employed by the applicant or a subsidiary in a position having authority for policy or management within the applicant organization; and

2. Is legally empowered in writing by the applicant to sign license applications or other requests for approval on behalf of the applicant; and

3. Understands the provisions and requirements of the various export control statutes and regulations, and the criminal liability, civil liability and administrative penalties for violating the Arms Export Control Act and the International Traffic in Arms Regulations; and

4. Has the independent authority to:

   i. Inquire into any aspect of a proposed export or temporary import by the applicant, and

   ii. Verify the legality of the transaction and the accuracy of the information to be submitted; and

   iii. Refuse to sign any license application or other request for approval without prejudice or other adverse recourse. (22 C.F.R. § 120.25)

End-use - A detailed description of how the ultimate consignee intends to use the commodities being exported.

End-user - Person abroad that receives and ultimately uses the exported or reexported items. The end-user is not a forwarding agent or intermediary, but may be the purchaser or ultimate consignee.

Entities List – Exports to foreign end-users engaged in proliferation activities are usually prohibited without a license. These are administered on a case-by-case basis. The list can be accessed at http://www.bis.doc.gov/entities/default.htm

Exemption - An authorization to export without a license.

Export - Includes any of the following: 1) actual shipment of any covered goods or items; 2) the electronic or digital transmission of any covered goods, items or related goods or items; 3) any release or disclosure, including verbal disclosures or visual inspections, or any technology, software or technical data to any foreign national; or 4) actual use or application of covered technology on behalf of or for the benefit of any foreign entity or person anywhere.

Export Administration Regulations - Regulations promulgated and implemented by the Department of Commerce that regulate the export of goods and related technology identified on the Commodity Control List (CCL), Title 15 CFR 774, Supplement 1.

Export Control Policy 11/06/09
Export control - Set of laws, policies, and regulations that govern the export of sensitive items for a country or company.

Export Control Classification Number (ECCN) - Identifies items on the Commerce Control List that are subject to the export licensing authority of the Bureau of Industry and Security.

Exporter - Person who has authority of a principal party in interest to determine and control the sending of items out of the country.

Export license - Approval documentation issued by an export agency authority authorizing the recipient to proceed with the export, reexport, or other regulated activity as specified on the application.

Foreign National - Any person who is not a citizen or Permanent Resident Alien of the United States. Under the EAR, the term applies to “persons lawfully admitted for permanent residence in the United States and does not apply to persons who are protected individuals (i.e. has been admitted as a refugee or granted asylum).

The ITAR does define the term “foreign person” as any natural person who is not a lawful permanent resident or who is not a “protected individual”, and may also include any corporation, business association, partnership society, trust or any other entity, organization or group that is incorporated to do business in the United States. This also includes any governmental entity.

Forwarding agent - Person in the country of origin who is authorized by a principal party in interest to perform the services required to facilitate the export of the items from the country of origin. This may include air couriers or carriers. In routed export transactions, the forwarding agent and the exporter may be the same for compliance purposes under the EAR.

Fundamental Research - Basic or applied research in science and engineering performed or conducted at an accredited institution of higher learning in the United States where the resulting information is ordinarily published and shared broadly in the scientific community (EAR and ITAR). Fundamental research is distinguished from research that results in information that is restricted for proprietary reasons or national security reasons (EAR) or pursuant to specific U.S. government access and dissemination controls (ITAR).

Note: Even if no publication restriction exists, the fundamental research exclusion does not apply to the export of goods.

Fundamental Research Exclusions - EAR provides that university research normally will be considered as fundamental research unless the university or its researchers accept sponsor restrictions on publication of scientific and technical information resulting from the project or activity. The EAR specifically permits limited prepublication reviews by research sponsors to prevent inadvertent divulging of proprietary information provided to the researcher by the sponsor or to insure that publication will not compromise patent rights of the sponsor. The citation for the official definition of fundamental research under the EAR is 15 CFR § 734.8.

The ITAR states that university research will not be deemed to qualify as fundamental research if: (1) the university or its researchers accept any restrictions on publication of scientific and technical information resulting from the project or activity; or (2) the research is federally funded and specific access and dissemination controls protecting information resulting from the research

Export Control Policy 11/06/09
have been accepted by the university or the researcher. The ITAR citation is 22 CFR § 120.11(8).

**Good** - Any article, natural or man-made substance, material, supply, or manufactured product, including inspection and test equipment, and excluding technology.

**International Trafficking in Arms Regulations (ITAR)** - ITAR, 22 CFR Sections 120-130, are the regulations promulgated and implemented by the Department of State Which regulate defense articles and services and related technical data listed on the U.S. Munitions Control List (USML), 22 CFR § 121.1. The USML is available on the Department of State at: http://www.fas.org/spp/starwars/offdocs/itars/121.htm

**Lists to Check** – all transactions with potential export restrictions should be checked against the published lists before proceeding. All of the lists can be accessed from http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm

**Principal Investigator (PI)** - The researcher with primary responsibility for achieving the technical success of the project, while also complying with the financial and administrative policies and regulations associated with a sponsored activity.

**Public Domain** - Information that is published and that is generally accessible or available to the public through: (a) sales at newsstands and bookstores; (b) subscriptions that are available without restriction to any individual who desires to obtain or purchase the published information; (c) second class mailing privileges granted by the U.S. government; (d) libraries open to the public or from which the public can obtain documents; (e) patents available at any patent office; (f) unlimited distribution at a conference, meeting, seminar, trade show, or exhibition, generally accessible to the public, in the United States; (g) public release (i.e., unlimited distribution) in any form (e.g., not necessarily in published form) after approval by the cognizant U.S. government department or agency; and (h) fundamental research in science and engineering at accredited institutions of higher learning in the U.S. where the resulting information is ordinarily published and shared broadly in the scientific community. (ITAR; 22 CFR § 120.11)

**Purchaser** - Person abroad who has entered into a transaction to purchase an item for delivery to the ultimate consignee. In most cases, the purchaser is not a bank, forwarding agent, or intermediary. The purchaser and ultimate consignee may be the same entity.

**Reexport** - An actual shipment or transmission of items subject to export regulations from one foreign country to another foreign country. For the purposes of the U.S. EAR, the export or reexport of items subject to the EAR that will transit through a country or countries to a new country, or are intended for reexport to the new country, are deemed to be exports to the new country.

**Sanctioned country** – Even when exclusions to EAR or ITAR apply, U.S. Treasury Department, Office of Foreign Assets Control may prohibit payment, travel and the transfer of items, assets, and services of value to sanctioned nations (check the OFAC website www.treas.gov/ofac for the latest information about embargoed countries).

Export Control Policy 11/06/09
**Specially Designated National (SDN)** - Any person who is determined by the U.S. Secretary of the Treasury to be a specially designated national for any reason under regulations issued by the Office of Foreign Assets Control.

**Technical assistance** - Technical assistance may take forms such as instruction, skills training, working knowledge, consulting services, and may also involve the transfer of technical data.

**Technical data** - Information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. May take forms such as blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape, or read-only memories. The ITAR definition does not include information concerning general scientific, mathematical, or engineering principles commonly taught in schools, colleges, and universities, or information in the public domain (ITAR 120.10(5)).

**Technology** - Any specific information and know-how (whether in tangible form, such as models, prototypes, drawings, sketches, diagrams, blueprints, manuals, software, or in intangible form, such as training or technical services) that is required for the development, production, or use of a good, but not the good itself.

**Ultimate consignee** - The principal party in interest located abroad who receives the exported or reexported items. The ultimate consignee is not a forwarding agent or other intermediary, but may be the end-user.

**U.S. person** - Individual who is a citizen of the United States or a foreign national with a visa status of Legal Permanent Resident (LPR). An LPR is also known as a Permanent Resident Alien (PRA).

**Use** - Technology for operation, installation (including on-site installation), maintenance (checking), repair, overhaul and refurbishing.
Weapons Advisory / Firearms and Weapons Policy

The UMass Amherst Police Department would like members of the campus community to be informed about the state laws that apply on campus that may differ from what was acceptable at your previous residence. One such area of concern involves firearms and dangerous weapons. The presence of firearms in a college setting can be disruptive and frightening to the members of the community. While most people immediately recognize the hazards, some may be unaware or naïve about the laws of the Commonwealth regarding firearms and other weapons.

It is a violation of Massachusetts General Law to possess a firearm on school grounds (this includes your residence hall room). It does not matter if you are properly licensed to carry a firearm in the State of Massachusetts; it is still a crime to bring it to UMass Amherst. (Unlicensed possession is an additional and more serious crime.) The Massachusetts Supreme Judicial Court has recently ruled that even a “BB gun” is a firearm for purpose of this statute. The more obvious firearms include pistols, rifles, and shotguns. If it is determined that you have a firearm or other dangerous weapon at this university, you are subject to criminal prosecution in State Court and/or suspension or expulsion from UMass Amherst.

MGL Chapter 269 s 10(j)

“Whoever, not being a law enforcement officer…carries on his person a firearm…loaded or unloaded or other dangerous weapon in any building or on any grounds of any elementary or secondary school, college or university… shall be punished by a fine of not more than one thousand dollars or by imprisonment for not more than one year, or both.”

MGL Chapter 269 s10 (felony) also prohibits possession of “dangerous weapons” and lists many types of weapons that are considered inherently dangerous, including but not limited to: several types of knives, metallic knuckles, nunchaku (two sticks attached to each other by a rope, chain…), shuriken or similar pointed star like throwing object, any armband, made with leather which has metallic spikes, points or pointed studs, or other dangerous weapon.

If you unwittingly brought any dangerous weapon to UMass Amherst it is in your best interest to remove it from the premises immediately. If you are found to have a dangerous weapon in your possession, the consequences may affect your future ability to obtain or maintain a firearms license, in addition to the penalties listed above.

If you have knowledge of someone in possession of a firearm or dangerous weapon, or if you have other concerns about this issue please contact the UMPD at 413-545-2121 (5-2121 from campus phones), the UMPD Detective Unit at 413-545-0893, or through the anonymous tip line (413-577-8477, 7-8477 from campus phones).

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

I. Definitions

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

A. Academic Week - The period of Monday through Friday in each week during the academic year.

B. Outside Activities - Non-academic activities undertaken by a Faculty Member in his or her area of expertise in association with individuals or entities outside the University. Such activities include for example, working as an employee or consultant, or serving as an executive, trustee or director for a company or non-profit organization. Such activities do not include, for example, short-term academic activities undertaken for professional development, such as lectures, participation on governmental or professional society advisory panels or scholarly events, or membership on editorial boards.

C. CVIP - The University Office of Commercial Ventures and Intellectual Property.

D. Faculty Member - A full-time or part-time employee of the University whose principal title is Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor, or any other University employee whose principal duties consist of teaching and conducting academic research.

E. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such position exists, the Provost (or their designees).

II. Policy

A. Scope of Policy
This Policy applies only to Faculty Members.

B. Outside Activities Permitted
The University ordinarily permits full-time Faculty Members to devote the equivalent of one day within the Academic Week to the performance of Outside Activities. The University ordinarily does not place a specific limit on the amount of time that part-time Faculty Members may devote to the performance of Outside Activities.
C. Restrictions

1. Conflict of Commitment. The primary commitment of any Faculty Member is to the University. Although this Policy permits Faculty Members to perform Outside Activities for one day within the Academic Week, the time and effort devoted by any Faculty Member to Outside Activities may not interfere with his or her professional commitment to the University. Therefore, in order to monitor such conflicts of commitment, all Faculty Members must receive approval from their Department Chairs before commencing any Outside Activity.

2. Use of students - Although involvement of students in the Outside activities of Faculty Members under certain circumstances may enrich the students' educational experience, such involvement has the potential to create a conflict of interest when a Faculty Member has a role in supervising a student’s research, classes, or graduate teaching work. Therefore, involvement of a student in the Outside Activities of a faculty member who has any role with respect to the academic progress of the student may only best undertaken after disclosure to and approval of the Department Chair. The Department Chair shall promptly inform the Vice Chancellor for Research of all such approvals.

3. Use of University Resources - Faculty Members may not perform Outside Activities with significant use of University facilities and equipment, unless the Faculty Member (i) receives advance written approval of the proposed use from the Department Chair, (ii) academic uses of such facilities and equipment have priority, and (iii) the Faculty Member reimburses the University for the fair market value of such use (as actually charged by the University to other outside users or, in the absence of such documentation, as determined by the Vice Chancellor for Research). The Department Chair shall promptly inform the Vice Chancellor for Research of all such approvals. Use of library facilities, facilities available to the general public, and occasional use of office equipment and office staff will not ordinarily be considered significant use of University facilities and equipment in connection with Outside Activities. Faculty Members are prohibited from using University funds and University-administered funds in connection with Outside Activities. The Vice Chancellor for Research retains authority to overrule departmental approvals for significant use of University resources in connection with an Outside Activity.

4. Activities Involving a Conflict of Interest - In the event a Faculty Member is considering undertaking an Outside Activity that poses an actual or potential Conflict of Interest, as defined by the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Faculty Member should review and comply with that Policy. In addition, no member of the faculty shall accept or retain employment which would bring him as an expert, or in any other capacity, into conflict with the interests of the University or the Commonwealth. If in the opinion of the faculty member, proposed employment might involve such conflict, he/she shall disclose the relevant facts to his/her department chair and dean.

5. Use of University Name - The name of the University shall not be used in relation to any Outside Activities except to describe the credentials of a Faculty Member and as otherwise permitted under written University policy.

D. Administrative Procedures

1. Disclosure and Approval of Outside Activities - Before the commencement of any Outside Activity subject to this Policy, the University requires a Faculty Member to obtain all necessary approvals (under Section II.C.) from his or her Department Chair. The University shall make available appropriate forms. The University also requires prompt disclosure and approval of material changes in previously disclosed Outside Activities. Each Department Chair shall periodically provide to the applicable Dean a semiannual report on the Outside Activities of Faculty Members within that department, including a description of (i) uses of University facilities and equipment for Outside Activities, together with charges for that use, and (ii) use of students in Outside Activities. The Deans shall provide these reports to the Vice Chancellor for
Research and the Director of the University Office for Commercial Ventures and Intellectual Property. The Vice Chancellor for Research may forward these reports to the Conflicts Committee. The applicable Dean and the Vice Chancellor for Research shall each retain authority to overrule any departmental approvals granted under Section II.C.

2. Intellectual Property Developed in Outside Activities. The University recognizes that difficult issues may arise when Faculty Members develop intellectual property in connection with Outside Activities. At one extreme, the University absolutely prohibits Faculty Members from intentionally using Outside Activities as a means of transferring intellectual property that they developed as employees of the University. Such actions violate state law and University policy. At the other extreme, the University has no desire to make unfair claims of ownership to intellectual property developed in Outside Activities without any connection to the University. Such claims would discourage companies from establishing consulting relationships with Faculty Members. Most situations, however, will fall between these two extremes and may raise legitimate questions about University rights in intellectual property developed in connection with Outside Activities. These complex situations are addressed in the University Intellectual Property Policy. Faculty Members are strongly encouraged to consult with their Department Chairs and the Vice Chancellor for Research, or with the University Office of Commercial Ventures and Intellectual Property, prior to commencing an Outside Activity to ensure that resulting intellectual property is outside the scope of the University Intellectual Property Policy.

3. Standard Form Rider - The CVIP will make available uniform consulting agreement provisions that may be attached to all written agreements to undertake Outside Activities entered into by a Faculty Member. These uniform provisions contain, among other things, a description of the intellectual property rights claimed by the University and a clause protecting the rights of Faculty Members to publish their University research. The uniform provisions are signed by the University, the Faculty Member, and the company, and they legally supersede any contrary provisions in the consulting agreement. The uniform provisions are intended to assist our Faculty Members and to avoid potential misunderstandings and disputes with companies. The University strongly encourages use of this standard form rider.

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

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

V. Appeals
A Faculty Member may request that the Vice Chancellor for Research review any decision of his or her Department Chair to withhold an approval relating to Outside Activities as described in Section II.C. Decisions by the Vice Chancellor for Research will supersede prior decisions by the Department Chair. If a Faculty Member disagrees with any decision by the Vice Chancellor for Research, the Faculty Member may request an advisory opinion from an ad hoc faculty committee composed of three members appointed by the Chancellor for that campus and three members appointed by the Faculty Senate. The Faculty Member and the Vice Chancellor for Research will each present their views to the committee. The committee will adopt an opinion by vote of a majority of its members. In the event of a deadlock, the
committee may adopt two opinions. The committee will transmit its written opinion to the Faculty Member and the Vice Chancellor for Research.

If the disagreement persists, the Faculty Member may appeal the matter to the President (or his or her designee). The President will consider written statements by the Faculty Member and the Vice Chancellor for Research, as well the advisory opinion rendered by the ad hoc committee. The decision of the President shall be final within the University.

If the Faculty Member disagrees with this final University decision, the Faculty Member may exercise his or her individual legal rights (if any) to pursue the matter in a court of law located in the Commonwealth of Massachusetts.

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

This policy is established to protect the assets and interests of the University, to increase overall fraud awareness, and to ensure a coordinated approach toward resolution of financial fraud.

The University must identify and promptly investigate all instances and allegations of fraudulent activities regarding University funds, documents, and equipment involving staff, faculty, students, vendors, agencies, or other parties. Good business practice dictates that suspected defalcation, misappropriation or other fiscal irregularities be promptly identified, and investigated. We believe that it is everyone's responsibility to report any possible fraudulent activity.

All persons found to have committed fraud relevant to University financial affairs shall be subject to punitive action by the University and investigation by law enforcement agencies when warranted.

Fraud in any form will not be tolerated. This policy applies to all University employees and will be enforced without regard to pa performance, position held or length of service.

Scope and Definition of Fraud
Fraud generally involves a willful or deliberate act with the intention of obtaining an unauthorized benefit, such as money or property, by deception or other unethical means. All fraudulent acts are included under this policy and includes such things as:

- Embezzlement, misappropriation or other financial irregularities
- Forgery or alteration of documents (checks, time sheets, contractor agreements, purchase orders, other financial documents, electronic files)
- Improprieties in the handling or reporting of money or financial transactions
- Misappropriation of funds, securities, supplies, inventory, or any other asset (including furniture, fixtures or equipment)
- Authorizing or receiving payment for goods not received or services not performed
- Authorizing or receiving payments for hours not worked

The President shall issue guidelines to implement this Trustee policy and revise them as appropriate.
THE UNIVERSITY OF MASSACHUSETTS, AMHERST
INTELLECTUAL PROPERTY POLICY

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

I. Definitions

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

A. Confidential Information - Information that is received by a Covered Individual from a third party under an express or implied obligation of confidence.

B. Covered Individuals - All staff, faculty members, students, adjunct professors in residence, and any other individuals associated with the University.

C. Copyrightable Work - A creative work that is protectable under the copyright laws of the United States or other countries. Copyright protection is available for most literary, musical, dramatic, and other types of creative works, including, for example, computer software, teaching materials, multimedia works, proposals, and research reports.

D. CVIP - The University Office of Commercial Ventures and Intellectual Property, which has primary responsibility for administering the development and commercialization of Intellectual Property through licensing or other arrangements.

E. Director - The Executive Director of the CVIP.

F. Evaluation Committee or Committee - One of several University committees, each with a particular area of technical expertise, that advises the CVIP and Vice Chancellor for Research in evaluating Inventions, Tangible Research Materials, and Copyrightable Works.

G. Exempted Scholarly Work - A Scholarly Work that falls within certain categories of Copyrightable Works for which academic institutions have historically waived any ownership interest in favor of the author. The University currently recognizes the following categories of Exempted Scholarly Works: textbooks, class notes, research proposals, classroom presentation and instruction, research articles, research monographs, student theses and dissertations, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, and popular fiction and nonfiction. As modern types of works become clearly established as Scholarly Works, so that individual consideration is no longer deemed necessary, the President may expand this
list of Exempted Scholarly Works beyond these historically established categories. Except for the limited circumstances described in Sections III.C.1.b. and III.C.1.c. below, Exempted Scholarly Works need not be disclosed to the University and the University automatically waives any ownership interest in such works.


I. Invention - A discovery or development that may be protectable under the patent laws of the United States, the United States Plant Variety Protection Act, or equivalent laws in other countries.

J. Outside Researcher - An individual who performs or directs research for an organization other than the University.

K. President - The President of the University or his or her designee.

L. Public Disclosure or Publicly Disclosed - Any written or oral disclosure of an Invention or Copyrightable Work to any person not under a contractual or fiduciary obligation of confidentiality to the University.

M. Scholarly Work - A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge or is a work of artistic expression. As described in Section III.C. below, whether a Copyrightable Work is a Scholarly Work will be determined by the Director and Vice Chancellor for Research on a case-by-case basis (except that Exempted Scholarly Works are automatically considered Scholarly Works). The University waives all ownership interests in Scholarly Works except in the two circumstances described in Sections III.B.2. and III.B.3.

N. Tangible Research Materials or Materials - Tangible biological, chemical, and physical materials or equipment. Examples include cell lines, antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.

O. Vice Chancellor for Research - The Vice Chancellor for Research at each campus, or where no such person exists, the Provost (or their designees).

II. Scope

A. Persons Subject to the Policy

All Covered Individuals are subject to this Policy.

B. Types of Intellectual Property Covered by the Policy

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

III. Policy

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

1. **Students** - Students must sign the Participation Agreement prior to employment by the University in any research-related position. Such employment would include, for example, an arrangement whereby a student is funded as a research assistant under a government research grant or an industry-sponsored research agreement with the University. Students may also be required to sign the Participation Agreement under other appropriate circumstances, as determined by the Vice Chancellor for Research (for example, as required by the terms of a research grant).

2. **Individuals Other Than Students** - All Covered Individuals other than students must sign the Participation Agreement. The University will confirm that a valid Participation Agreement is on file before a Covered Individual receives any University-administered funds under a research grant or agreement. The University may also refuse to process any agreement involving that Covered Individual to the extent that the agreement would grant rights in Intellectual Property to an outside party.

**B. Ownership of Intellectual Property**

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

1. **Use of University Resources** - The University will own any Intellectual Property (other than Exempted Scholarly Works) that is made, discovered, or created by any Covered Individual who makes significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the development of such Intellectual Property. Use of library facilities, facilities available to the general public, and occasional use of office equipment and office staff will not ordinarily be considered “significant use” of University facilities and equipment. In addition, faculty members will not be considered to have made significant use of University resources if (i) the faculty member receives advance written approval of the proposed use from the Department Chair, (ii) academic uses of facilities and equipment have priority, (iii) the faculty member compensates the University for the fair market value of the facilities and equipment (as actually charged by the University to outside users or, in the absence of such documentation, as determined by the Vice Chancellor for Research), (iv) the faculty member is not using University-committed time because the activities are permitted Outside Activities (under the University Policy on Faculty Consulting and Outside Activities), and (v) the faculty member does not use any University-provided funds or University-administered funds in connection with the activity.

If a Covered Individual makes, creates, or discovers Intellectual Property without significant use of University resources, but the Intellectual Property closely resembles a specific research project that the Covered Individual has conducted at the University, it may appear that the Intellectual Property arose with use of University resources. Under these circumstances, the University and the Covered Individual (or a company for whom the Covered Individual consults) could later argue about ownership of the Intellectual Property because the University might reasonably believe that University resources were in fact used. Such arguments usually arise after the Intellectual Property has gained substantial commercial value. In order to avoid these potentially litigious situations, the
University requires Covered Individuals to disclose to the University any Intellectual Property that closely resembles a specific research project at the University, together with an explanation that the Intellectual Property did not arise through use of University resources. The University may ask the Covered Individual for documentation supporting the claim that there was no significant use of University resources. As described below, if there was no significant use of University resources, the University will give the Covered Individual a written acknowledgment that the University has no ownership interest in that Intellectual Property.

2. University-Commissioned Works - The University will own any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.

3. Intellectual Property Subject to Contractual Obligations - Ownership of any Intellectual Property (including Exempted Scholarly Works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the University, although the University will ordinarily claim ownership.

4. Student Works
   a. Generally - As with other Covered Individuals, students shall own any Intellectual Property that they make, discover, or create in the course of research (e.g., thesis or dissertation research) unless (i) the student received financial support from the University in the form of wages, salary, stipend, or grant funds for the research, (ii) the student made significant use of University resources (including University-administered funds or University-funded time, facilities, or equipment) in connection with the research, or (iii) the research was funded by a sponsor pursuant to a grant or sponsored research agreement or is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation that restricts ownership of Intellectual Property.

   b. Theses and Dissertations - The texts of all student theses and dissertations, and derivative works of these works, are considered Exempted Scholarly Works; therefore, the student will own copyright to the Scholarly Work (unless Sections III.B.2. or III.B.3. apply), subject to a royalty-free license to the University to reproduce and publish the Scholarly Work. As described below, students are allowed to publish their theses and dissertations unless they have agreed in writing to restrictions that preclude or delay publication.

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

C. Administrative Procedures - Inventions and Copyrightable Works

A primary goal of the University is the discovery and free dissemination of knowledge for the benefit of the public. The University recognizes, however, that in certain instances the
The public will only benefit from knowledge that is protected under the patent or copyright laws, which provide an incentive for economic development of that knowledge. The University therefore requests that all Covered Individuals disclose Inventions and Copyrightable Works (other than Exempted Scholarly Works) promptly, in order to allow the University an opportunity to evaluate their commercial potential, and to preserve or enhance their value by filing a patent application or obtaining a copyright registration. The University has established the following procedures in order to accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge.

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

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

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

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

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

c. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

2. Evaluation and Disposition of Disclosures - The Director and the Vice Chancellor for Research will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify the Covered Individual of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions (and computer software) ordinarily no later than ninety (90) days, and for Copyrightable Works (other than software) ordinarily no later than thirty (30) days after the CVIP or the Vice Chancellor for Research receives a complete and accurate disclosure form and any other information that the CVIP or the Vice Chancellor for Research requests in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section III.C.4. below:

a. Scholarly Work - In the case of a Copyrightable Work that is claimed as a Scholarly Work (but is not an Exempted Scholarly Work), the Director and the Vice Chancellor for Research will decide whether that work is in fact a Scholarly Work.

b. No Use of University Resources - In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Director and the Vice Chancellor for Research will decide whether there was in fact significant use of University resources.

c. Evaluation of Commercial Potential: The Evaluation Committees - In the case of an Intellectual Property that the Covered Individual discloses for possible commercialization by the University, the Director and the Vice Chancellor for Research will determine its commercial potential. To assist in this determination, the Director and the Vice Chancellor for Research may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Vice Chancellor for Research may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at his or her discretion. Each Committee will be composed of faculty members with relevant expertise, appointed by the Chancellors in consultation with the Director and the Vice Chancellors for Research; a representative from the CVIP; and a Committee Chair, selected by vote of the whole Committee. The Director may invite to any Committee meeting one or more individuals from
outside the University with relevant industry experience to advise the Committee.

All intellectual property disclosures shall be considered confidential by the University. The University will inform all members of the Evaluation Committee and all outside experts that the information contained in the disclosures is confidential, and that breach of confidentiality is a violation of University policy that could lead to personnel or other available sanctions or actions and will obtain written acknowledgment of such obligations from these individuals. The Evaluation Committees will establish recusal procedures for members who have a conflict of interest in a particular case.

d. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions or Copyrightable Works (including Exempted Scholarly Works) that arise in the course of research funded by a sponsor under a grant or research agreement, or which are subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting evaluation of disclosures, the evaluation process will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

In the unlikely event that the Director and the Vice Chancellor for Research disagree on the disposition of a disclosed Invention or Copyrightable Work, a final decision shall be made by the President.

3. Request for Relinquishment of Rights - Under certain circumstances, as described below, the University may relinquish its ownership rights in an Invention or Copyrightable Work to the inventor or creator of the Intellectual Property at his or her request.

a. Intellectual Property Developed With University Resources - The University automatically waives its rights in Exempted Scholarly Works. In all other cases, the University will ordinarily waive its ownership rights in favor of the inventor or creator of an Intellectual Property if the Covered Individual has made complete and accurate disclosure of such Intellectual Property in accordance with this Policy and the Director and Vice Chancellor for Research have determined that the Intellectual Property comes under one or more of the following categories (as described in detail in this Policy):

- Copyrightable Work that is a Scholarly Work
- Intellectual Property developed without significant use of University resources
- Intellectual Property that the University has decided not to commercialize
- Intellectual Property that the University ceases to use diligent efforts to commercialize

b. University-Commissioned Works - The University will not ordinarily waive its ownership rights in any Intellectual Property (including Exempted Scholarly Works) that is developed by a Covered Individual who is specifically hired or commissioned by the University for that purpose, unless otherwise provided by written agreement between such individual and the University.
c. Intellectual Property Subject to Contractual Obligations - In the case of Intellectual Property (including Exempted Scholarly Works) that is developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting ownership, the relinquishment of any University rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the University, if such terms differ from this Policy. This includes research carried out by faculty members within a center of the University when a separate agreement with the University, approved by the Vice Chancellor for Research and the Director, has been executed by the center. Before a change is made in an ongoing research contract between the center and an outside entity, the Vice Chancellor for Research will consult with faculty members who participate in the contract. A Covered Individual may need a separate waiver or assignment of rights from the other party in order to acquire complete rights to the Intellectual Property.

If certain Intellectual Property is available for relinquishment by the University (as set forth above), the inventor or creator of the Intellectual Property may request in writing that the Director grant a release or assignment of rights. The Director in consultation with the Vice Chancellor for Research will promptly respond to this request. The University will retain a royalty-free, non-exclusive license to use any such Inventions or Copyrightable Works for academic research and teaching. If the University has incurred expenses to obtain legal protection for Intellectual Property (e.g., patent-related expenses), the University may condition its relinquishment of rights to that Intellectual Property through a contract with the Covered Individual to reimburse the University from commercialization revenues.

4. Appeals - If a Covered Individual disagrees with a decision of the Director and the Vice Chancellor for Research under Section III.C.2., such individual may ask for reconsideration by the appropriate Evaluation Committee. The Committee shall review the matter and make its recommendation to the Director and the Vice Chancellor for Research who shall reconsider the matter.

D. Administrative Procedures - Tangible Research Materials

While potential commercial value should not inhibit the free exchange of University-owned Tangible Research Materials for research purposes, the University nonetheless recognizes that such Materials may have significant commercial value. In addition, Tangible Research Materials received by Covered Individuals may be subject to contractual restrictions that severely limit the use and transfer of such Materials, to the detriment of University researchers. The University has therefore established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time respecting the ownership rights of the University, protecting the rights of its researchers, and limiting the liability of the University and its researchers.

1. Transfer to Outside Researcher for Basic Research - If a Covered Individual desires to transfer Materials to an Outside Researcher for use in internal basic research, and not for the development or sale of commercial products, the Covered Individual must use the appropriate University form of Materials Transfer Agreement ("MTA"), which will be provided by the CVIP together with instructions for the use of each form. The various forms of MTA will establish rights and responsibilities regarding
the Materials among the University and the Outside Researcher and his or her employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign these MTAs on behalf of the University provided that (i) the University-form MTA is not altered or revised in any manner and (ii) a signed original of the MTA is sent to the CVIP when the Materials are sent to the Outside Researcher. Alternatively, CVIP representatives are authorized to approve and sign MTAs, even with revisions. If a Covered Individual is involved in a project that requires frequent exchanges of material with an Outside Researcher, the CVIP representative, in consultation with the General Counsel's office, may develop a blanket MTA to cover all exchanges between the Covered Individual and the Outside Researcher for a specific period.

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

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

2. **Transfer for Commercial Use** - Materials may not be transferred to any Outside Researcher for any use other than internal basic research unless the Outside Researcher has obtained a license from the University through the CVIP under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the CVIP or Vice Chancellor for Research in the same manner as Inventions and will be treated in the same manner as Inventions.

3. **Receiving Materials from Outside Researchers** - If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only CVIP representatives are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the CVIP regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in their research. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous (e.g., no publications, assignment of inventions) that the CVIP will require modification of the agreement before approval. The CVIP will make available a University-form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.
If any MTA restrictions would apply to research performed by students, the effected students must agree to such restrictions in writing.

4. Administrative Procedures - In instances where the approval and signature of a CVIP representative is required for minor changes in the University form, every attempt will be made to complete this process within three business days. If the approval process extends beyond three business days, the Covered Individual may request the intervention of the Vice Chancellor for Research, who will attempt to expedite the process. For more material changes a CVIP representative in consultation with the General Counsel’s office will complete the process as soon as practicable. The Vice Chancellor for Research will maintain a record of any such requests and their disposition.
E. Administrative Procedures - Confidential Treatment of Information

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

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

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

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

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

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

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

When Confidential Information is received by a Covered Individual in the course of sponsored research, the treatment of such Confidential Information will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

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

F. Administrative Procedures - Sponsored Research with Commercial Organizations

The Vice Chancellor for Research in consultation with the CVIP shall have responsibility for negotiating, executing, and administering funded research agreements between the University and commercial organizations, in accordance with the University policies on sponsored research. The Vice Chancellor for Research may delegate all or some of these responsibilities to the CVIP. CVIP approval is required for any terms of such agreements that affect rights to Intellectual Property (e.g., option rights, license rights, or assignment of ownership). If any restrictions in a funded research agreement (such as publication delays) would apply to research performed by students, the affected students must agree to such restrictions in writing.

G. Commercialization of University-Owned Intellectual Property

The CVIP in consultation with the Vice Chancellor for Research shall have responsibility for commercial development and administration of all University-owned Intellectual Property. This commercial development will ordinarily occur through licensing of Inventions, Copyrightable Works, or Materials to a company. The CVIP will regularly consult with, seek the advice of, and inform the inventor or creator of the Intellectual Property throughout the commercialization process. The University recognizes that involvement of the inventor or creator at every step of the commercialization process is essential for the successful commercialization of Intellectual Property. The CVIP will use diligent efforts to commercialize the Intellectual Property. If the CVIP is successful in its commercialization efforts, the inventor or creator will share in the economic rewards, as will the department and campus.

The University acknowledges the possibility that, in some situations, a Covered Individual and the University may each have ownership of an important element of Intellectual Property. In these situations, the University and the Covered Individual may achieve the
highest value only if the combined Intellectual Property is commercialized. This Policy is not intended to limit the ability of a Covered Individual to contract with the CVIP to accomplish this result, even if the terms of that contract differ from this Policy. In any event, the University and the Covered Individual may each license their respective Intellectual Property separately if they cannot agree on contract terms.

1. Distribution of Non-Equity Revenue Derived from Commercialization - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:

   a. The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

   b. The remaining net income will be distributed as follows:

      • Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
      • Thirty percent (30%) to the inventor or creator
      • Fifteen percent (15%) to the University entity or entities that provided the resources for development of the Intellectual Property, to fund research and scholarship
      Forty percent (40%) to the campus of the inventor or creator to fund research and scholarship

      In the case of multiple inventors or creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the inventors or creators within such departments or programs.

      At the written request of a Covered Individual, the University will furnish an accounting of these expenses and payments, but not more frequently than once each year. Covered Individuals are free to receive additional non-equity compensation directly from a commercial organization (e.g., through a consulting agreement), provided that the Covered Individual complies with other applicable University policies and procedures.

2. Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, the Vice President for Economic Development, and the University Treasurer. A Covered Individual must choose either of the following approaches when negotiations commence between the University and the corporation, but the choice is final once selected. If a transaction is completed before the Covered Individual makes a choice of these approaches, the approach in paragraph b shall apply.

   a. Covered Individuals may elect to receive thirty percent (30%) of the equity that the University would otherwise receive in connection with the commercialization of Intellectual Property, in which case the Covered Individual agrees not to receive any other equity interest from the corporation. The Director may waive this restriction in his or her discretion. The University will not receive or hold this equity on behalf of a Covered Individual, but will instruct
the corporation to issue the equity directly to the Covered Individual. Covered Individuals must sign any documents required by the corporation (e.g., stock restriction agreements) and must agree to comply with any restrictions placed on the stock by the corporation. If the corporation refuses to issue the stock directly to the Covered Individual, or if the Covered Individual does not sign the necessary documentation, the University will instruct the corporation to issue the equity directly to the University. In such event, the Covered Individual may still receive equity independent of the University.

b. Covered Individuals may elect to receive equity directly from the corporation independent of the University, in which case the Covered Individual agrees not to receive any share of equity that the University may receive in that transaction. Covered Individuals selecting this approach may negotiate with the corporation to receive equity by means of, for example, a consulting agreement or founders stock. Such arrangements may be subject to the University Policy on Conflict of Interest Relating to Intellectual Property and Commercial Ventures.

3. **Distribution of Equity Revenue Derived From Commercialization** - The University will not receive and hold equity until liquidation on behalf of a Covered Individual. Instead, as explained in the preceding section, a Covered Individual may receive equity directly from a company (either together with the University or independent of the University). The equity received by the University in connection with the commercialization of Intellectual Property will be held until liquidation, with the proceeds distributed as follows:

a. First, to the extent the University is not fully reimbursed for out-of-pocket expenses from non-equity revenue, the University will be reimbursed for any remaining out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

b. The remaining proceeds from equity liquidation will be distributed as follows:

   • Twenty percent (20%) to the CVIP to fund patents, CVIP operations, and research grants
   • Twenty percent (20%) to the University entity or entities that provided the resources for development of the Intellectual Property, to fund research and scholarship
   • Sixty percent (60%) to the campus of the inventor or creator to fund research and scholarship

Equity held within the University will be managed by the Treasurer. Equity may also be held on behalf of the University by the University of Massachusetts Foundation, Inc. or another outside investment advisor to minimize potential institutional conflicts of interest.

H. **Enforcement**

The Director, the Vice Chancellor for Research, or the President may refer any matter to the appropriate University official for disciplinary or other appropriate action.
I. **Appeals**

If a faculty member disagrees with any decision by the Vice Chancellor for Research or the Director, the faculty member may request an advisory opinion from an ad hoc faculty committee composed of three members appointed by the Chancellor for that campus and three members appointed by the Faculty Senate. The faculty member and the Vice Chancellor for Research will each present their views to the committee. The committee will adopt an opinion by vote of a majority of its members. In the event of a deadlock, the committee may adopt two opinions. The committee will transmit its written opinion to the faculty member, the Vice Chancellor for Research, and the Director.

If the disagreement persists, the faculty member may appeal the matter to the President (or his or her designee). The President will consider written statements by the faculty member, the Vice Chancellor for Research, and the Director, as well the advisory opinion rendered by the ad hoc committee. The decision of the President shall be final within the University.

In the case of Covered Individuals other than faculty members, the President shall have authority to overrule any decision of a Vice Chancellor or the Director. The decision of the President shall be final within the University.

If a Covered Individual disagrees with the final University decision, the Covered Individual may exercise his or her individual legal rights to pursue the matter in a court of law located in the Commonwealth of Massachusetts. This acknowledgment by the University that a Faculty Member has the right to pursue a legal claim is not an admission by the University that any Faculty Member actually has any actionable legal claim. Rather, the University seeks to preserve the legal rights of a Faculty Member outside of the collective bargaining process after internal appeals are exhausted.

J. **Interpretation of Policy; Exceptions**

The Director shall administer this Policy in regular consultation with the Vice Chancellors for Research and the President. The President shall have authority to interpret this Policy and, upon recommendation of the Vice President for Economic Development and in consultation with the General Counsel, may grant exceptions to the Policy in appropriate cases.

K. **Reports**

The Vice Chancellor for Research shall file with the Faculty Senate an annual report on disclosures and materials transfer agreements, indicating the number received, time involved in processing, and disposition. The report shall present summary statistics and shall maintain the confidentiality of individual disclosures.

(Amherst/Boston Version, 2/3/97 revised 3/24/97)
UNIVERSITY OF MASSACHUSETTS
NON-DISCRIMINATION AND HARASSMENT POLICY

PURPOSE

The University of Massachusetts complies with applicable state and federal laws on non-discrimination, harassment, and retaliation including Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Act of 1994, and the Massachusetts anti-discrimination law. This policy states the University’s commitment to assure compliance.

I. INTRODUCTION

This policy affirms the University of Massachusetts’ (“University’s”) commitment to provide a welcoming and respectful work and educational environment, in which all individuals within the University community may benefit from each other’s experiences and foster mutual respect and appreciation of divergent views. The University will not be tolerant of conduct which violates rights guaranteed by the law or University policies. Accordingly, the University prohibits unlawful discrimination and harassment based upon protected characteristics, and related retaliatory conduct, in accordance with state and federal non-discrimination laws, including Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Act of 1994, and the Massachusetts anti-discrimination laws.

II. POLICY STATEMENT

The University prohibits unlawful discrimination, harassment (including sexual harassment), and retaliation against anyone based on religion or religious belief, color, race, marital status, veteran or military status, age, sex, gender identity or expression, sexual orientation, national origin, ethnicity, disability, genetic information, or any other legally protected class, in education, admission, access to or treatment in, its programs, services, benefits, activities, and terms and conditions of employment at the University.

III. DEFINITIONS

For the purposes of this policy, the following definitions apply.

a. Unlawful discrimination is conduct that is directed at a specific person or persons that subjects them to treatment that adversely affects their employment, application
for employment, education, admissions, University benefits, programs, or activities, because of their religion or religious belief, color, race, marital status, veteran or military status, age, sex (including sexual harassment), gender identity or expression, sexual orientation, national origin, ethnicity, disability, genetic information, or any other legally protected class.

b. **Harassment** is conduct by a person or persons against another person or persons based upon their legally protected class that adversely has the effect of:

(i) unreasonably interfering with a person or person’s employment, educational benefits, academic grades or opportunities, or participation in University programs or activities; or

(ii) unreasonably interfering with a person or person’s work or academic performance; or

(iii) creating an intimidating, hostile, or offensive working or academic environment.

c. **Sexual Harassment** is unwelcome conduct of a sexual nature when:

(i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, education, or participation in University programs or activities; or

(ii) submission to or rejection of such conduct by a person or persons is used as a basis for employment or educational decisions affecting such person or persons, or participation in University programs or activities; or

(iii) such conduct unreasonably interferes with a person or person’s work or academic performance; interferes with or limits a person or person’s ability to participate in or benefit from a work or academic program or activity; or creates an intimidating, hostile, or offensive working or academic environment.

d. **Retaliation** is the interference through intimidation, including threats, coercion, or unlawful discrimination, with an individual’s right or privilege secured under the law [Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, the Violence Against Women Act of 1994, the Massachusetts antidiscrimination laws, or other laws] or interfering with an individual’s right to make a complaint, testify, assist, or participate in any manner in an investigation, proceeding or hearing, or to intervene to prevent a violation of this policy.

Any member of the University community who engages in unlawful discrimination, harassment (including sexual harassment), or retaliation in violation of this policy may be subject to disciplinary or other action. The campuses shall develop campus policies and
complaint and investigatory procedures that will provide an equitable and prompt resolution of a complaint and make recommendations for disciplinary or other action.

This policy applies to all members of the University community, including students, employees, faculty, applicants for admissions and employment, contractors, volunteers, and visitors.

IV. RESPONSIBILITIES

Chancellors and the Senior Vice President for Administration & Finance and Treasurer for the President’s Office are directed to disseminate this policy within their communities.

V. STANDARDS

The President or designee, in consultation with the General Counsel and Senior Vice President for Administration & Finance and Treasurer, will issue administrative standards to implement this policy. Campuses shall establish campus policies and procedures, within the scope of this policy and the administrative standards.
UNIVERSITY OF MASSACHUSETTS
RESOLUTION IN SUPPORT OF PLURALISM

The Board of Trustees affirms its commitment to maintaining an academic environment in which all individuals benefit from each other's experiences through pluralism, mutual respect, appreciation of divergent views, and awareness of the importance of individual rights. To this end, we reassert the importance of civility and the valuable contribution that individuals of all backgrounds bring to the University community.
UNIVERSITY OF MASSACHUSETTS
POLICY AGAINST INTOLERANCE

The Board of Trustees denounces intolerance which interferes with those rights guaranteed by law or policy, and insists that such conduct has no place in a community of learning. We also recognize the obligation of the University to protect the rights of free inquiry and expression, and nothing in the Resolution in Support of Pluralism or Policy Against Intolerance shall best construed or applied so as to abridge the exercise of rights under the Constitution of the United States and other Federal and State laws.
Institutions of higher education are entrusted with great resources and commensurably great responsibilities. They must meet their mission of research, teaching, and service in ways that truly enrich the society that supports them and truly serve the students, parents, and alumni who in joining the university community become life-long members of the extended university learning family. College and university leaders play a key role in assuring that high standards of ethical practice attend to the delivery of services to their various constituents and to the custody and use by all their faculty, staff and students of the resources entrusted to them. The University of Massachusetts embraces the values expressed in these Principles of Employee Conduct and expects their observance by all its employees.

University employees are entrusted with public resources and are expected to understand their responsibilities with respect to conflicts of interest and to behave in ways consistent both with law and with University policy.

University employees are expected to be competent and to strive to advance competence both in themselves and in others.

The conduct of University employees is expected to be characterized by integrity and dignity, and they should expect and encourage such conduct by others.

University employees are expected to be honest and conduct themselves in ways that accord respect to themselves and others.

University employees are expected to accept full responsibility for their actions and to strive to serve others and accord fair and just treatment to all.

University employees are expected to conduct themselves in ways that foster forthright expression of opinion and tolerance for the view of others.

University employees are expected to be aware of and understand those institutional objectives and policies relevant to their job responsibilities, be capable of appropriately interpreting them within and beyond the institution, and contribute constructively to their ongoing evaluation and reformulation.

The University is responsible for communicating to University employees the content of these Principles of Employee Conduct and for ensuring that the standards of conduct contained herein are met.
The University expects to provide its employees:

- a work environment that is professional and supportive;
- a clear sense of the duties of their job, the procedures for performance review, and access to relevant University policies and procedures;
- within the scope of each employee's assigned areas of authority and responsibility, the duty to exercise appropriate judgment and initiative in performing duties;
- the right to seek appropriate review of matters that violate the ethical principles contained in these Principles.
Chapter 89: Section 11. Marked crosswalks; yielding right of way to pedestrians; penalty

Section 11. When traffic control signals are not in place or not in operation the driver of a vehicle shall yield the right of way, slowing down or stopping if need be to yield, to a pedestrian crossing the roadway within a crosswalk marked in accordance with standards established by the department of highways if the pedestrian is on that half of the traveled part of the way on which the vehicle is traveling or if the pedestrian approaches from the opposite half of the traveled part of the way to within 10 feet of that half of the traveled part of the way on which said vehicle is traveling.

No driver of a vehicle shall pass any other vehicle which has stopped at a marked crosswalk to permit a pedestrian to cross, nor shall any such operator enter a marked crosswalk while a pedestrian is crossing or until there is a sufficient space beyond the crosswalk to accommodate the vehicle he is operating, notwithstanding that a traffic control signal may indicate that vehicles may proceed.

Whoever violates any provision of this section shall be punished by a fine of not more than $200.

Whenever a pedestrian is injured by a motor vehicle in a marked crosswalk, the department of state police or the municipal police department with jurisdiction of the Street, in consultation with department of state police if deemed appropriate, shall conduct an investigation into the cause of the injury and any violation of this section or other law or ordinance and shall issue the appropriate civil or criminal citation or file an application for the appropriate criminal complaint, if any. This section shall not limit the ability of a district attorney or the attorney general to seek an indictment in connection with the operation of a motor vehicle which causes injury or death and which violates this section.
Effective July 1, 1976, the Commonwealth's Fair Information Practices Act became law. This statute's intent is to insure that all personal data maintained by the Commonwealth or any of its operating agencies be accurate, pertinent, relevant and confidential.

On February 2, 1977, the Board of Trustees of the University of Massachusetts voted to adopt a final set of regulations pertaining to this Act and published them under the title "University Fair Information Practices Regulations." Their purpose is to regulate the collection, maintenance and dissemination of personal data, with the object of protecting the confidentiality and rights of individuals who could be identified in any way by persons who have access to these records. The official set of regulations is available in the Personnel Office to anyone who would like to read them, but because they are so technical, this brief summary of the general policies and procedures to which the Personnel Office will adhere in regard to disseminating information and keeping files is being made available to you.

I. Certain information about individuals, defined as "Public Information" can, by virtue of these Regulations, best disseminated without restriction. "Public Information" includes name, position title, job description, salary, office location and telephone number, and dates of employment at the University.

II. A second group of information, defined as "Directory Information" consists of several categories of data which can best restricted from dissemination at your request. "Directory Information" includes home address and telephone number, date and place of birth, education, social security number, marital status, and citizenship.

III. If you, as a data subject, wish to request that some or all of this information not be disseminated or published, you must file a directive form with the Personnel Office specifying those categories of information that you do not want disseminated. A directive form concerning dissemination of "Directory Information" is attached to this memorandum. WE REQUE THAT YOU COMPLETE THIS FORM AND RETURN IT TO THE PERSONNEL OFFICE AS SOON AS POSSIBLE, REGARDLESS OF WHETHER OR NOT YOU DESIRE TO RERICT THE DISSEMINATION OF CERTAIN CATEGORIES OF INFORMATION.

IV. The Personnel Office will honor your directive unless dissemination of this information is required by statute, regulation, or legitimate University purpose. In the case of a court order or subpoena which mandates access to personal data, the Personnel Office will make every reasonable effort to notify you in advance of compliance therewith.

V. All other personal data will be held in confidence and not made available to other than those University officers or employees with a legitimate operational need and such other agencies or officials as may be authorized by law to have access, unless the Personnel Office has received written permission from you.

VI. Any data subject may look at his/her personal file during regular office hours provided reasonable advance notice is received by the Personnel Office from the data subject. (Arrangements can be made by contacting the Personnel Office at 545-0380.)
VII. The file may be looked at only in the presence of a Personnel Office supervisory employee and copies of personal data may be made for a reasonable fee. The regulations specifically state, however, that letters of reference and statements of evaluation received before July 1, 1976 may not be made available to any data subject.

VIII. It should be noted that the individual's personal data file maintained by the Personnel Office is the official University file; however, similar data may also be maintained at the departmental or Dean's Office level.

IX. An "Audit Trail" will be maintained for each data subject listing any agency or person from outside the University given information (excluding "Public Information") from a file. Records will be kept for a three month period. If you desire to know who has accessed information in your file, you may do so by inquiring in the Personnel Office.

X. Data subjects objecting to the collection, maintenance, dissemination, use, accuracy, completeness or type of personal data held may exercise their right to appeal as outlined in the official University Fair Information Practices Regulations, a copy of which may be obtained from the Personnel Office.

The University of Massachusetts at Amherst intends to conform to these regulations to the best of its ability. Surveys, reports, and statements must, of course, be disseminated outside the University, but no names will be used. Naturally, there has to be some communication of personal data within the University, but confidentiality and individual rights will be protected to the greatest practicable extent.
All UMass Amherst employees are Public Employees. Public employees can be full-time, part-time, permanent, temporary, grant-funded, state-funded, unionized and/or non-unit. Students who receive paychecks from the University are Public Employees.

In your role as a Public Employee, every record you create or receive is a public record and is eligible for public disclosure unless a specific statutory exemption permits or requires it to be withheld. This includes all emails sent from or received by your UMass email address.

Frequently Asked Questions

- What should I do if I receive a public records request?
  - All requests for public records should be immediately forwarded to recordsadmin@umass.edu. The University has 10 days to respond to all requests. If someone asks you how to submit a request, direct them to www.umass.edu/records.

- Who is our campus Records Access Officer?
  - Michelle Goncalves | 347 Whitmore | 413-545-2211 | recordsadmin@umass.edu

- How long do I have to retain certain records?
  - The campus’ records retention schedule is available at www.umass.edu/records. You are responsible for adhering to this schedule and ensuring that records in your possession are destroyed according to the timeline posted. If you have questions about the schedule, please contact the Records Access Officer.

- What are the conditions under which a record may be withheld or redacted?
  - Records may be withheld or redacted if required by law (e.g. FERPA requires the University to withhold student records), or if the record falls under one of the exemptions listed in the MA Public Records Law. More information about the exemptions is available through the Secretary of State’s Office.

- Can someone request a copy of my email if I use a personal email account?
  - Yes. All email sent from or received by your UMass email address is eligible for public disclosure. If you use your personal email address to do University business or if you have your UMass email forwarded to a personal email, that personal email may also be disclosed, though the personal email address itself may be redacted.
Massachusetts Right to Know

The Right to Know law, Chapter 111F of the Massachusetts General Laws, outlines the rights of employees and community residents regarding the communication of information on toxic and hazardous substances. The law does several things:

- It covers all employees and community residents who might foreseeably be exposed to hazardous substances used in the workplace.
- It requires that WORKPLACE NOTICES informing employees of their rights be posted in a central location in the workplace.
- It required the Massachusetts Department of Public Health to establish the Massachusetts Substance list and it allows the listing of additional substances on evidence of risk to health. Copies of this list are on reserve at campus libraries and at departments utilizing hazardous or toxic substances.
- It mandates that each hazardous or toxic substance best LABELED and that MATERIAL SAFETY DATA SHEETS (MSDS) be available upon written request. MSDS provides general information on the substance, safe use instructions, and known risks to health.

Massachusetts Division of Occupational Safety regulations require annual training on “Right-to-Know for employees who work with toxic or hazardous substances. The Amherst campus has an on-line training program, developed by the Environmental Health and Safety (EH&S) Department. The OWL program can be accessed at http://ehrain.ehs.umass.edu. Right-to-Know training can also be taken through the EH&S Laboratory Safety Training and other classroom training opportunities.

If you have any questions about the EH&S on-line training, please contact Robert LaFord at Environmental Health and Safety at 545-2682.
Procedures for Sexual and Gender-Based Harassment, Sexual Assault, Sexual Exploitation, Intimate Partner Violence, and Stalking

I. Purpose and Scope

This grievance procedure is intended to provide a fair, prompt and reliable determination about whether the University's sexual harassment policy has been violated. Anyone who, at the time of the alleged harassment, was either employed by or enrolled at the University of Massachusetts Amherst may file a complaint alleging violation of this policy. Specific procedures for complaint processing will be determined consistent with the exceptions noted in the last paragraph of this section. No University employee or student is exempt from the jurisdiction of this policy.

In most instances, complaints will be initiated by the target of the alleged harassment. However, the University reserves the right to initiate a formal grievance (or to continue processing a complaint even after a request to withdraw has been submitted by the Complainant in accordance with Section IV) when, in the opinion of the Chair of the Sexual Harassment Board, it is appropriate to do so. In such instances the Chair of the Sexual Harassment Board, in consultation with the Chancellor, will designate who will present the University's case.

As in any grievance procedure justice requires that the legal rights, as well as the right to academic freedom, of the Complainant and the Respondent be fully assured. The University will make every effort to protect these rights and will knowingly undertake no action that threatens or compromises them. Notwithstanding, nothing in these procedures is intended to prevent the University administration from taking appropriate interim measures to protect one or more of the parties until such time final adjudication regarding the complaint has been reached.

This procedure is not intended to impair or limit the right of anyone to seek a remedy available under state or federal law. A Complainant may file a complaint with an external agency to meet state and federal agency deadlines without jeopardizing his or her right to a University hearing. (See Section XI.) Upon official notification that an individual has filed with an external agency, the University will inquire if the Complainant wishes to continue with the internal grievance process. Should the Complainant seek to discontinue the internal process, the University will nonetheless continue to fact find and take appropriate measures.

If the Respondent is a member of the Chancellor’s staff, the Deputy Chancellor will serve the role described for the Respondent’s Vice Chancellor in this procedure. If the Respondent is the Deputy Chancellor, the Chancellor will serve the role described for the Respondent’s Vice Chancellor. If the Respondent is the Chancellor, the matter shall be referred to the President’s Office. [Note: In all instances throughout this document where the term Vice Chancellor is used, it will be understood that the term also refers to the Deputy Chancellor or Chancellor, whichever is appropriate.]

When the Respondent in a formal grievance is an undergraduate or graduate student, the Complainant should contact the Dean of Students Office, 227 Whitmore Building (545-2684); all
such complaints will be handled in accordance with procedures as described in the Code of Student Conduct. In instances in which a Respondent is both a student and an employee, the Chair of the Sexual Harassment Board shall review the circumstances of the case and determine which grievance procedure is appropriate.

II. Confidentiality

All parties involved in any aspect of this process will act at all times to preserve the confidentiality of these proceedings. Information will be shared with those individuals who have a legitimate and operational need to be informed, and to the extent that it is necessary to maintain the effectiveness of this process. Individuals found to have violated the confidentiality of this process may be subject to disciplinary proceedings consistent with the provisions of their collective bargaining agreement or other applicable administrative rules and regulations.

III. Deadlines

A Complainant will have twelve months following an incident to initiate a complaint under this policy and procedures unless he or she can show good reason for having that deadline waived. Requests for exceptions to the filing deadline must be made in writing to the Chair of the Sexual Harassment Board who will render a decision in writing following his or her review of the request. Legal counsel may be consulted in making this determination.

In some instances, particularly when a pattern of behavior is the subject of the complaint, supporting evidence may include reports of behavior that occurred outside of the twelve month filing deadline. In these instances, a written request for an exception is not required; however, the Chair of the Sexual Harassment Board may be asked by the Respondent to rule on the admissibility of such evidence. The decision of the Chair in these instances is final.

Failure to meet any of the deadlines stipulated in this procedure will not result in a decision by default or prevent the process from continuing.

IV. Requirements for Participation & Withdrawals

If a Respondent fails to answer a charge or to participate in this process, the Chair of the Sexual Harassment Board will notify his or her Vice Chancellor of that fact. Failure to respond to a claim or to appear at a hearing will be considered a breach of responsibility and could result in disciplinary action. Furthermore, a Respondent will not prevent this process from proceeding by his or her silence or absence; failure to respond to a complaint or to appear at a hearing may result in the process proceeding solely on the basis of the Complainant's testimony and evidence.

A Complainant may request to withdraw a formal grievance after it has been filed by submitting written reasons for the withdrawal to the Chair of the Sexual Harassment Board. The Chair will be responsible for notifying the Respondent of the request to withdraw. The Respondent must provide written agreement to the withdrawal before the charges are dropped. A Respondent who does not agree to the withdrawal request must provide written reasons to the Chair of the
Sexual Harassment Board who, after consultation with appropriate administrators including, where necessary, legal counsel, will issue a written determination to the parties regarding the status of the claim. A Complainant may not interrupt the process simply by failing to appear at the hearing or other required meetings. Failure to appear may result in the hearing proceeding solely on the basis of the Respondent’s testimony and evidence.

None of the above actions should be construed to impinge upon the right of the University to initiate or continue a claim in spite of a request to withdraw when, in the opinion of the Chair of the Sexual Harassment Board, the allegations are sufficiently egregious to merit further action on the part of the University. The alleged victim will be relied upon to serve as a witness under these circumstances.

VI. Penalties

The penalties for those found to have violated this policy may include, but will not be limited to, any one or combination of the following: verbal admonition, written warning placed in the personnel file, probation, suspension without pay, demotion, removal from administrative duties, and dismissal. Any disciplinary measures imposed will be consistent with applicable union contractual provisions.

VII. Filing Sexual Harassment Complaints

The University recognizes that it has a responsibility to provide a procedure for rapid and equitable resolution of all sexual harassment complaints. In many instances, resolution can be reached without the need for formal measures. The goal in all instances is to ensure that inappropriate and offensive behavior is stopped. To assist Complainants in resolving sexual harassment complaints, the University has established both informal and formal procedures, and has identified a group of individuals, “Complaint Handlers”, (see Appendix A) who can advise parties of appropriate options and procedures. In addition, the University has identified volunteers from the University community who are willing to serve as “Support and Referral Contacts” (see Appendix B); Support and Referral Contacts, who can serve the needs of either Complainants or Respondents, are available to accompany participants to meetings or formal hearings and can provide support throughout the process.

VII.A. Initiating a Complaint

Complainants may initially consult with a Support and Referral Contact (see Appendix B) who can provide information about the complaint handling system and options available for resolution. Individuals may alternatively initiate discussions regarding a potential complaint directly with their departmental supervisor; department head or chair; or similarly situated administrator with line authority (these individuals may collectively be referred to as “Complaint Handlers”; see Appendix A of this document); or Complainants may directly contact the Equal Opportunity Office (EO). [Note: The Appendices referred to in this paragraph will be updated annually and widely published.] All of the above-named individuals can provide advice regarding
available options and procedures, and assist in determining how to proceed with the complaint (i.e. informally or formally).

The Complaint Handler (initial intake person as identified in the preceding paragraph) will assess the matter; determine what immediate action must be taken; and advise the Complainant about how to proceed – informally, using one of the methods described in Section VII.B.1-3 or formally, using the methods described in Sections VII.C and VIII.

The Complaint Handler may also consult with the Chair of the Sexual Harassment Board to determine the appropriateness of proceeding under these procedures. The Chair of the Sexual Harassment Board has the authority to discontinue processing a complaint. This decision is final and not subject to appeal.

The Complaint Handler, in consultation with the Chair of the Sexual Harassment Board, will identify the appropriate fact finding mechanism. Fact-finding will be done either internally (by a University staff member) or externally (by a person whose services will be retained specifically for this purpose). When fact-finding results in a written report, this report will be forwarded to the Chair of the Sexual Harassment Board and may later be introduced into the record during a formal hearing process.

Complaint Handlers must file a written report of all complaints, regardless of their disposition, with the Equal Opportunity Office who will maintain a record of all informal complaints and formal grievances. Such record will include Complainants' and Respondents' names and the outcome of proceedings, including sanctions imposed if any. At the end of every academic year the EO Office will prepare an annual report of statistics and relevant commentary for the Chancellor. The annual report will be available to faculty, staff and students upon written request to the Equal Opportunity Office. The annual report will not contain names, but may contain other relevant statistical data including, but not limited to, status of the parties (e.g. undergraduate or graduate student; classified or professional staff; or faculty); department or other campus affiliation; nature of the complaint; and outcome.

VII.B. Informal Resolution

In some circumstances, informal resolution of a complaint prior to or instead of initiating the formal process may be more satisfactory than directly proceeding to a formal grievance. Informal resolution options include, but are not limited to, self-help; consultation and action at the department level; or mediation through the Ombuds Office.

Further information regarding the informal resolution process may be obtained from Support and Referral Contacts (see Appendix B); Complaint Handlers (see Appendix A); or by contacting the Equal Opportunity Office (EO).
VII.B.1 Self-Help

The goal in any complaint process is to stop the harassing behavior. If a Complainant believes he or she is experiencing inappropriate conduct and can comfortably confront the individual responsible for the inappropriate conduct, then the following steps may be taken:

- confront the person(s) promptly;
- inform the person(s) that the conduct is offensive, intimidating, or embarrassing;
- describe the effect of this behavior;
- request that the behavior stop immediately.

The Complainant should have the above conversation with a witness present who can corroborate the exchange. If this is not possible or practical, the Complainant may write a letter incorporating the above points and give it to the person in front of a witness. The Complainant should retain a copy of this letter.

In all instances, the Complainant should document the event(s), including dates, times, places and witnesses.

If this action fails to provide the Complainant with the appropriate relief, or as an alternative to using this approach, the measures described below may be considered.

VII.B.2 Consultation and Action at the Department Level

When the Complainant cannot comfortably and directly confront the Respondent, or the behavior has continued in spite of direct confrontation, then the Complainant should report the behavior to someone in a position of authority who can intervene. Such persons include an immediate supervisor, department head or chair, or similarly situated supervisory personnel (see Section VII.A.).

VII.B.3 Mediation

It is sometimes the case that the issue under contention can be resolved through mediation. The Ombuds Office, located in Room 823 Campus Center, is available to provide mediation services. The Ombuds Office is also prepared to provide referrals for more formal measures when circumstances warrant it.

VII.C Formal Resolution (Filing a formal grievance)

Complainants who are dissatisfied with or do not wish to utilize informal resolution should consult directly with the EO Office to determine the appropriateness of filing a formal grievance. Although informal resolution attempts are not required prior to filing a formal grievance, they are nonetheless encouraged.
Any individual who chooses to file a formal sexual harassment grievance may do so immediately following the incident giving rise to the complaint, or following efforts to reach an informal settlement. In no event will it be filed greater than twelve months following the incident which gave rise to the complaint unless the provisions of Section III have been met. After initially meeting with the Complainant to assess the complaint, including the appropriateness of the complaint being filed under this Policy and Procedures (see Section VII.A.), the EO Office will advise the Complainant of appropriate next steps.

VIII. Standard for Formal Investigations of Anonymous Complaints of Sexual Misconduct

- An anonymous complaint or report will not be formally investigated unless it contains a sufficient level of detail to indicate a probability that the sexual misconduct occurred and reasonably identifies the respondent and the victim.
- If the complaint does not satisfy this standard, the Equal Opportunity Office or Dean of Students Office, as appropriate, will take such steps as necessary or feasible, in their discretion, to address the matters in an informal manner. An informal resolution can include an inquiry to develop information leading to a formal investigation.
- If the complaint does satisfy the standard, it will be assigned to EO or the Dean of Students Office for prompt investigation and written findings and recommendations.

IX. Formal Grievance Procedure

Following appropriate initial consultation with the EO Office, the grievance must be submitted in writing to the Chair of the Sexual Harassment Board on an official grievance form (obtainable from the EO Office). The grievance must clearly and concisely state a description of the matter being complained about; it may also indicate any remedy sought. The complaint form must be signed and dated by the Complainant. The Chair of the Sexual Harassment Board will provide the Respondent and the Respondent’s Vice Chancellor with a copy of the complaint in a timely manner.

The Respondent will have ten working days to submit a written response to the EO Office. This statement, which must be submitted on the official form provided by the EO Office, will contain full and specific responses to each claim in the grievance, admitting, denying or providing a full explanation of the allegations. The response must be signed and dated by the Respondent. The Chair of the Sexual Harassment Board will forward a copy of the response to the Complainant and the Respondent's Vice Chancellor. If an investigation has not already taken place and a fact-finder’s report completed, then one will immediately commence. The Chair of the Sexual Harassment Board will appoint the fact-finder and provide the fact-finder with a copy of the response and the complaint.

The fact-finder will conduct a thorough investigation and forward a written report to the Chair of the Sexual Harassment Board as quickly as possible. The Chair of the Sexual Harassment Board will review the report to determine next steps.
When a hearing is to be held, it will be conducted in accordance with the procedures outlined below.

If, consistent with Section VII.A (paragraph 3), the Chair of the Sexual Harassment Board determines that the complaint should be dismissed and a hearing should not be held, the Chair will provide written notification of this decision to the Complainant, the Respondent, and the Respondent’s Vice Chancellor. This decision is final and not subject to appeal under these procedures.

The Chair of the Sexual Harassment Board will provide copies of the fact-finder’s report to the Complainant and the Respondent.

IX.A. The Sexual Harassment Board

The Sexual Harassment Board consists of fifty members of the University community, appointed by the Chancellor, each for a term of three years, which may be renewed. Every effort will be made to ensure a widely representative and diverse group. The Board will include at least eight members from each of the campus’ five constituent groups, namely classified employees, faculty, graduate students, professional staff, and undergraduate students. The Chancellor will appoint remaining Board members without regard to constituent group.

Following their appointment, Board members will participate in a workshop designed to educate them about sexual harassment as well as the procedures for conducting a sexual harassment hearing.

IX.B. The Hearing Panel

When a hearing is to be held, the Chair of the Sexual Harassment Board will appoint a three member Hearing Panel. At least one member of each Hearing Panel will be drawn from the Complainant's and Respondent's respective constituencies (that is, classified employee, faculty member, graduate or undergraduate student, or professional staff). The Chair will designate one member to serve as the Presiding Officer.

Prior to their participation in a hearing, the Chair of the Sexual Harassment Board will meet with the Hearing Panel to review sexual harassment issues and the hearing procedures.

Before the hearing is convened, the parties will receive written notification of the Panel’s appointment from the Chair of the Sexual Harassment Board. Each party to the proceeding will have the right to object to the appointment of any panel member on the grounds that that member's participation would jeopardize the party's right to a fair and reliable hearing. All objections must be submitted in writing to the Chair of the Sexual Harassment Board. The Chair of the Sexual Harassment Board will determine whether objections have merit; will judge whether a panel member will be seated; and will provide the objecting party with a written decision. This decision will be final.
The Hearing Panel will hear testimony and consider evidence related to the complaint, including the written findings of fact as prepared by the fact-finder. (These findings will be provided to the Panel along with copies of the complaint and the response prior to the hearing.) The Panel will, on the basis of all relevant information and testimony before them, make a determination about whether the University policy on sexual harassment has been violated and, if so, will submit a recommendation for appropriate penalty and relief to the Chair of the Sexual Harassment Board. The Chair will review the Panel’s recommendation and forward it, along with appropriate commentary, to the Respondent’s Vice Chancellor.

**Duties and Powers of the Presiding Officer and the Hearing Panel**

**The Presiding Officer will:**

1. ensure an orderly presentation of all evidence;

2. ensure that the proceedings are accurately recorded; and

3. see that a fair and impartial decision based on the issues and evidence presented at the hearing is issued by the Hearing Panel.

**The Hearing Panel will:**

1. define issues of contention;

2. conduct a fair and impartial hearing which ensures the rights of all parties involved;

3. receive and consider all relevant evidence which reasonable people customarily rely upon in the conduct of serious business;

4. ensure that the Complainant and Respondent have full opportunity to present their positions and to present witnesses and evidence which support their positions; further, the Hearing Panel may also name individuals to appear as witnesses;

5. ask relevant questions of the Complainant, Respondent, and witnesses to elicit information which may assist the Hearing Panel in making a decision; members of the University community have a responsibility to fully cooperate with this process;

6. continue the hearing to a subsequent date if necessary to permit either party or the Panel to produce additional evidence, witnesses, or other relevant materials;

7. change the date, time or place of the hearing on its own motion or for good reason shown by either party, and with due notice to all parties;

8. permit both parties to submit written arguments following the conclusion of the hearing;
rule by majority vote on all questions of fact, interpretations of rules, regulations and policies, recommendations for penalties and relief, and any requests that are made during the hearing.

The Hearing Panel may consult with or have the assistance of University Legal Counsel throughout this process.

IX.C. The Hearing

The Hearing is intended to provide a forum within which a panel of peers determines whether University policy has been violated. Both parties will be given a full and fair hearing. The proceeding, although formal, is not a court proceeding and the Hearing Panel will not be bound by the procedures and rules of evidence of a court of law. In most instances, Complainants and Respondents will be expected to speak for themselves. The Hearing Panel will hear and admit evidence which it believes is pertinent to the case.

The Hearing Panel will conduct the hearing by the following procedures:

1. The Chair of the Sexual Harassment Board will initially provide the Hearing Panel with copies of the complaint, the response, and the fact-finder’s report; the Chair will also work with the Hearing Panel and the parties to coordinate the scheduling of the hearing. A closed hearing will be held as soon as possible following the final appointment of the Hearing Panel. The Complainant and the Respondent must submit all documents they intend to introduce at the hearing, as well as the names and affiliations of their witnesses and advocates (see Section VIII.C.5) in reasonable advance of the hearing date. Actual deadlines for submissions of these materials will be established once a hearing date has been set. The Chair of the Sexual Harassment Board will ensure that the parties and the Hearing Panel receive copies of all submitted materials. Documents not submitted in advance of the hearing may be introduced into the record on the day of the hearing provided all parties and the Panel are accorded sufficient time to review the documents and respond accordingly. In this case, the party submitting the documents must provide sufficient copies for all relevant parties.

2. The Hearing Panel will convene prior to the hearing date to review the complaint, the response, the fact-finder’s report and all materials submitted by the parties. The Panel may, upon review of materials and witness lists submitted by the parties, identify additional witnesses they wish to call on the day of the hearing or request that the parties provide additional materials. The Presiding Officer will provide the parties with the names of additional witnesses and copies of all additional materials requested by the Panel as far in advance of the hearing as possible.

3. The Presiding Officer may meet with the parties prior to the hearing to review hearing procedures and to respond to any procedural matters that have arisen.
4. The Complainant and Respondent will have the opportunity to hear and respond to all testimony, to examine all evidence, and to present evidence and witnesses which advance arguments relevant to the issues in contention.

5. Each party will have the right to be accompanied and advised by two people at any stage of the proceedings. Advisors are not restricted to Support and Referral Contacts. Either one of the advisors may be an attorney. In most instances, Complainants and Respondents will be expected to speak for themselves. Advisors, including legal counsel, will not address the Hearing Panel directly except with the permission of the Panel.

6. The Chair of the Sexual Harassment Board must be advised as soon as possible, but in no event less than five working days in advance of the hearing date if either party will be accompanied by an attorney.

7. Each of the parties is responsible for informing their respective advocates and witnesses of the date, time, and place of the hearing.

8. If either party is a member of a collective bargaining unit, the advisors mentioned above may, upon the request of the party, be representatives of his or her union. However, neither party will be required to be advised by a union representative. When there is no request for union representation, the Chair of the Sexual Harassment Board will notify the appropriate union in writing that a hearing has been scheduled; the union will be allowed to send an observer.

9. The hearing will be recorded on tape by the Hearing Panel and the tapes will become the property of the University. Following the completion of the hearing, either party may have supervised access to the tapes by submitting a written request to the Chair of the Sexual Harassment Board.

**The proceedings before the Hearing Panel will be as follows:**

Following opening remarks, the Presiding Officer will summarize the charge(s) and ask the Respondent to either admit or challenge the allegation(s).

The Complainant will present a brief opening statement, followed by the same from the Respondent. Each party will then present their evidence and witnesses, followed by witnesses called by the Hearing Panel. Questions may be posed at any stage of the proceedings consistent with the protocol established by the Presiding Officer at the onset of the hearing process. Each party may make a brief concluding statement to the Hearing Panel.
Either party may submit a written argument following the hearing, provided he or she notifies the Presiding Officer no later than two working days after the hearing. The written argument may not introduce new information, but rather must be a summary of the information already introduced and presented. The Parties will have ten working days to submit written arguments to the Presiding Officer. The Presiding Officer will send copies of written arguments to each party.

A Hearing Panel, by a majority vote of its members, may make other rules concerning the procedure of a hearing which it deems appropriate and consistent with this Sexual Harassment Policy.

IX.D. Decision of the Hearing Panel

Following the hearing and submission of written arguments, if any, the Hearing Panel will convene for private deliberations to determine whether the University's policy on sexual harassment has been violated. The Panel will prepare a detailed report noting its conclusion; this report will clearly state the facts of the case and the supporting evidence; the conclusion must be fully supported by the evidence elicited at the hearing. The decision of the Hearing Panel will be submitted to the Chair of the Sexual Harassment Board as soon as possible following the completion of the Panel’s deliberations.

When the Panel finds no violation, the Chair of the Sexual Harassment Board will forward the Hearing Panel’s report along with appropriate commentary to the Respondent’s Vice Chancellor. The Vice Chancellor will review the materials and submit his or her final decision in a timely manner to the Complainant, the Respondent, and the Chair of the Sexual Harassment Board. The fact that there has been no violation will be registered in all University records pertaining to the case.

When the Panel finds a violation of the Sexual Harassment Policy has occurred, the Hearing Panel will recommend a penalty for the Respondent and relief for the Complainant if appropriate. The Chair of the Sexual Harassment Board will review the Panel’s decision and provide appropriate commentary to the Vice Chancellor. This commentary may include an adjustment to the recommended penalty if, upon review of University records, it is determined that there have been past violations of this Policy by the Respondent; specific written reasons for the adjusted penalty must be provided. The Chair will subsequently forward the Hearing Panel’s report, the complete record of the hearing, and appropriate commentary to the Respondent’s Vice Chancellor.

The Vice Chancellor will render his or her decision in writing directly to the Complainant, the Respondent, and the Chair of the Sexual Harassment Board immediately following review of all of the materials noted above. When a violation has been found, the Vice Chancellor will be responsible for determining and implementing both the penalty and relief. The Vice Chancellor’s determination of penalty and relief (including the dates by which each will be implemented) will be included in the written decision submitted to the Complainant, the Respondent, and the Chair of the Sexual Harassment Board. The Chair will notify the Hearing Panel of the final decision.
Following receipt of the Vice Chancellor’s decision, the parties may request copies of any written record. Requests must be submitted in writing to the Chair of the Sexual Harassment Board.

IX.E. Review

Within thirty days after receiving a written copy of the Vice Chancellor's decision, the Respondent, the Complainant, or the Chair of the Sexual Harassment Board may request a review by submitting a written petition to the Chancellor (who may appoint a designee to handle the review). The petition for review will set forth in detail the specific grounds upon which review is sought. The Chancellor will ensure that the Respondent’s Vice Chancellor, Chair of the Sexual Harassment Board, the Hearing Panel, and the parties receive a copy of the petition. The Chancellor will review the record of the case, which includes the taped record of the hearing; documents considered by the Panel; the Panel's findings and recommendations; and any record of previous offenses. Based upon this review, the Chancellor may modify or vacate a Vice Chancellor's decision. The Chancellor may, for example, decide that the Panel's findings are unsupported by a preponderance of evidence, or that some aspect of the process violated an individual's legal rights, academic freedom, or these procedures.

The Chancellor or designee may: a) affirm or revise the decision of the Vice Chancellor; b) request specific findings from the Panel; or c) remand the case to the Chair of the Sexual Harassment Board for a new hearing before a new Hearing Panel. In the course of review, the Chancellor may consult with University Legal Counsel who will have access to the complete record of the case.

The Chancellor or designee will render a written decision in as timely a manner as possible following receipt of the petition for review and all materials relating to the grievance. The Chancellor's decision will be sent to the Respondent’s Vice Chancellor, the Complainant, the Respondent, the Hearing Panel, and the Chair of the Sexual Harassment Board. The Chancellor's decision will constitute final University disposition of the matter.

X. Records

Records of all proceedings under this Policy will be kept by the Equal Opportunity Office and may be accessible to authorized staff as necessary. For example, records may be accessed when determining an appropriate penalty for a subsequent sexual harassment complaint; when a complaint of retaliation is made; when a decision is reviewed; or when a Respondent is a candidate for a supervisory position.

The records will also be available to University Legal Counsel for any proceeding related to these policies or procedures, whether internal to the University or in any judicial or
administrative proceeding in which the University, its trustees, officers, employees or agents are a party.

XI. Standard of Proof

A violation of this Sexual Harassment Policy will be found only where there is a preponderance of evidence that a violation has occurred. The Hearing Panel, the Vice Chancellors, the Deputy Chancellor and the Chancellor will be bound to make their determinations based on this standard of proof.

**Complaint Handlers**

*Complaint Handlers* are those individuals who have been specially trained to receive complaints of sexual harassment and to advise Complainants about, and assist them in choosing, the appropriate option(s) for handling their complaint. Complaint Handlers are empowered to fact find or delegate fact-finding, and resolve complaints. Complaint Handlers will also provide information to all parties (i.e. Complainant(s) and Respondent(s)) regarding the availability of **Support and Referral Contacts** and will encourage their use.

Complaint Handlers include the following individuals: Department Heads and Chairs, Managers, Directors, Deans, Vice Chancellors and all other administrators with line authority.

Complaint Handlers will:
1. receive complaints;
2. advise Complainants about available options;
3. assist Complainants in implementing options;
4. consult with and report complaints to the EO Office;
5. identify and ensure the appropriate fact finding strategy;
6. make recommendations about or impose discipline as appropriate in informal cases;
7. provide recommendations to the parties about support and available resources, including the availability of Support and Referral Contacts;
8. do appropriate follow-up to ensure non-retaliation

**Support & Referral Contacts**

*Support and Referral Contacts* are members of the University community who have either been nominated or volunteered to perform this function. They have been specially trained to be initial points of contact for individuals who have complaints of sexual harassment; to facilitate Complainants and Respondents in competently engaging the complaint handling system; and to provide information and advice about available resources when other areas of an individual’s life have been affected by the existence of a complaint. *Support and Referral Contacts are NOT finders of fact or case managers.* The names of these individuals will be published regularly in a variety of places throughout the campus.
Support and Referral Contacts will:
1. serve as the first point of contact;
2. make appropriate referrals;
3. do appropriate follow-up;
4. serve as a resource;
5. be available throughout the entire process.

These individuals can provide support and information to either Complainants or Respondents, although each will be represented by a different Support and Referral Contact. Support and Referral Contacts are available as the first point of contact whenever a complaint of sexual harassment arises and, as such, will be responsible for referring Complainants to the appropriate Complaint Handler. (Conversely, Complaint Handlers will be responsible for ensuring that the parties are aware of the support and referral services available through this group.) It is intended that Support & Referral Contacts are available to the parties throughout the entire complaint resolution process, including when a formal grievance is initiated.

Effective Date: March, 2019.
Smoke-Free Policy

The University of Massachusetts Amherst shall be smoke-free in all public and individual work areas.

The following areas shall be smoke-free:

a. All classrooms, stairwells, rest rooms, public areas, food service areas, food preparation areas, waiting rooms, visitor reception areas, lobbies, entrance ways and auditoriums or similar large congregating areas.
b. All work sites, including individual faculty and administrative offices.
c. All rooms in which business meetings are regularly conducted, or in which a business meeting is in progress.
d. University Health Services, which is entirely smoke-free as of June 1, 1992, consistent with the appropriate accreditation standards for health-care facilities.
e. State vehicles in which any occupant is a non-smoker.

Smoking is allowed only in:

a. Designated guest rooms of the Campus Center hotel.
b. Certain university-owned or leased individual rooms and apartments, in accordance with policy established by Housing and Residence Life.

Compliance

The Chancellor, through the Deputy Chancellor, Vice Chancellors, Deans, Directors and Department Heads, is responsible for compliance with this policy. The Division of Human Resources is available to assist Department Heads in addressing related personnel issues. The Division of Environmental Health and Safety may be contacted for consultation regarding the interpretation and implementation of the policy.

The University is committed to resolving all issues of non-compliance. Individuals do have the right, as provided by state law, to file a written complaint with the responsible Director or Department Head. The Director or Department Head has fifteen days to respond in writing to the complainant, including a statement about how the problem will be resolved. The Director or Department Head shall file a copy of both the complaint and the response with the Division of Human Resources of the University and with the Office of Public Health, 150 Tremont Street, Boston, MA 02111.

(Commonwealth of Massachusetts, Chapter 270, Section 21 & 22, as amended 1988).
University of Massachusetts Amherst
Tobacco Free Campus Policy
Effective July 1, 2013

The University of Massachusetts Amherst shall prohibit tobacco use starting July 1, 2013. For the purpose of this policy, ‘tobacco’ refers to any and all tobacco products, whether inhaled or ingested, as well as electronic cigarettes. The use of tobacco products shall be prohibited everywhere on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone on campus, including students, staff, faculty, contractors, and visitors.

(1) The use of tobacco will be prohibited in all buildings and vehicles owned or leased by UMass Amherst, regardless of location.

(2) The use of tobacco will also be prohibited on all University grounds and in any outdoor area controlled by the University. This includes all University land, parking lots and parking ramps, athletic fields, tennis courts, and recreational areas.

(3) The use of tobacco will be prohibited inside any vehicle located on University grounds.

(4) When any person enters the grounds of the University, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the University.”

The University’s goal is to achieve voluntary compliance with this policy, and we anticipate that this effort will be successful. We plan to engage in extensive educational efforts over the next several months to make students and employees fully aware of the rationale for this policy and the importance of compliance. We will also rely on all members of the campus community to engage with each other and encourage compliance. In instances where voluntary compliance is not successful, students and employees will be subject to disciplinary action through the established procedures for violations of University policies.

The University of Massachusetts Amherst has resources for students and employees who are thinking of or planning to quit their use of tobacco products or who wish to get through the workday without nicotine withdrawal symptoms. Information about these resources is available at: http://www.umass.edu/uhs/health/topicsatoz/tobacco/
Statement on Freedom of Speech
The Rights and Responsibilities of Speakers at UMass Amherst

General statement
We recognize the need for all members of the University community—administrators, faculty, staff, and students—to reaffirm formally their profound commitment to freedom of speech and to clarify the implications of that commitment. In this context, freedom of speech encompasses all forms of communication as well as the freedom to lien, watch, protest, or otherwise participate in such communication. We believe it is our responsibility to espouse an atmosphere of free speech and free inquiry and to advocate for the timely discussion of a wide variety of issues. We believe, further, that vital intellectual discourse is essential to democracy and to ensuring a just society.

- Believing speech to be false, deleterious, or in any other way odious cannot be cause for its suppression except for speech as specified under allowable exemptions below.
- Preventing speech from occurring by disruptive protest also constitutes an attack on freedom of speech.
- Ensuring the rights of free speech and expression for protestors is a concomitant responsibility for upholding First Amendment prescriptions while acknowledging allowable exemptions for:
  - speech that poses a clear and present danger of serious harm;
  - obscenity;
  - some forms of libel;
  - sexual exploitation and other abuses of children;
  - fighting words or face-to-face insults that are likely to bring disputants to blows;
  - time, place and manner.
- Abiding by all reasonable University regulations regarding the time, place, and manner of the speech is an expectation of the sponsoring organization.
- Protection of the rights of freedom of expression herein described refers to speech directed at an assembled audience or occurring at a public setting at the University.

The following guidelines address the most effective means of protecting the freedom of expression for members of the University community: students, faculty, staff, and administrators and their invited guests.

Guidelines
- It is the right of members of the University community (administrators, faculty, staff, students) and others invited by members of the University community to express their views and opinions at the University.
It is the responsibility of the University, insofar as it is within its lawful authority to do so, to protect the right of any member of the University community or invited speaker to speak, and to protect the rights of those members of the University community who wish to hear and/or communicate with an invited speaker.

It is the responsibility of the University to ensure the protection of the rights of protestors, taking care to avoid any undue interference unless the continuation of a speech is at risk.

It is the responsibility of protestors to avoid abusing their rights of expression in order to harass or intimidate speakers in ways that unduly interfere with free expression or communication.

It is the responsibility of the sponsoring organization to provide for the cost of the invited speaker event.

It is the responsibility of the University to accept no stipulation by invited speakers that compromises the full freedom of expression allowed by the members of the University community.

It is the responsibility of the University to insure access to public events.

It is the responsibility of the University to provide for the security of members of the University community and invited speakers.

It is the responsibility of the University through the sponsoring organization to encourage speakers to engage ideas with the members of the audience or to seek alternative means of addressing issues and concerns raised by the audience.

It is the responsibility of the organizers of the event or University representative, in the event of any undue interference with freedom of expression or communication, to put such parties on notice that they are interfering unduly with such rights. If the notified parties do not cease their undue interference, the organizers or University representative should proceed with those measures deemed necessary to op it, which may include the physical removal of individuals from the area. In the event of a disruption of free expression, the overarching goal of the organizers or University representative should best to reestablish with deliberate speed an atmosphere conducive to communication between speaker and audience and to respect fully the rights of all parties.

It is the responsibility of all members of the University community to observe and facilitate these Guidelines.

Notes:
4. Protection of Children Again Sexual Exploitation Act
7. In settings of classrooms the appropriate rights and responsibilities are governed by principles of academic freedom. Further, this statement does not cover acts of physical violence, verbal harassment, or that directed at individuals in which there is no intent to communicate publicly or with a wider audience.

Permission was granted by the General Counsel of the University of Michigan on November 22, 1994 to borrow extensively from the phrases and ideas that constitute their “statement on Freedom and Artistic Expression: The Rights and Obligations of Speakers, Performers, Audience Members, and Protestors at the University of Michigan,” Civil Liberties Board, July 1988.
STATEMENT ON BULLYING

Shortly after my arrival on campus last year, I learned of the disturbing results of a survey about workplace bullying that had been administered to all faculty and staff members. While the numbers were consistent with those found at workplaces of all types throughout the country, this is clearly an area in which UMass Amherst aspires to be something much better than average. Although bullying has received a lot of national attention in recent years, most of that attention has been focused on bullying of schoolchildren. But the survey results here, and especially the poignant comments that survey respondents submitted, point to the very serious effects that workplace bullying can have as well. Such behavior is antithetical to the values we espouse as a place where all should be free to take full advantage of the learning and employment opportunities the campus offers. And it violates Trustee policy, which provides that,

* The conduct of University employees is expected to be characterized by integrity and dignity, and they should expect and encourage such conduct by others.
* University employees are expected to be honest and conduct themselves in ways that accord respect to themselves and others.
* University employees are expected to accept full responsibility for their actions and to strive to serve others and accord fair and just treatment to all.
* University employees are expected to conduct themselves in ways that foster forthright expression of opinion and tolerance for the view of others.

As many of you know, the workplace bullying survey was designed and administered by a grass-roots Campus Coalition Against Workplace Bullying that included representatives of AFSCME, GEO, MSP, PSU, USA/MTA, the Office of Equal Opportunity and Diversity, the Faculty and Staff Assistance Program, the Labor/Management Workplace Education program, the Ombuds Office, and the College of Social and Behavioral Sciences.

Building on the work of that group, a Committee on Workplace Climate and Bullying, which includes representatives of those organizations and offices, as well as several campus administrators and is chaired by a representative of my office, has been working for the past year on how best to address the serious problem that has been identified.

On the recommendation of that committee, the campus will begin in the fall of this year a comprehensive educational campaign aimed at increasing understanding of the problem of workplace bullying, minimizing its occurrence, and clarifying the responsibility of supervisors for ensuring a productive workplace in which all can contribute to their maximum potential. This effort will kick off with a one-day symposium organized by the Committee and jointly sponsored by the participating unions and the campus administration. Additionally, there will be a series of workshops on the topic of workplace bullying for all faculty members and staff. Details about both of these activities will be forthcoming.

In the meantime, I hope all members of the campus community will consider carefully the ways in which we interact with fellow faculty and staff members and will ensure that those interactions are characterized by mutual respect and civility.

Kumble R. Subbaswamy, Chancellor
05/17/2013
POLICIES, GUIDELINES AND REGULATIONS RELATED TO
THE APPROPRIATE USE OF UNIVERSITY &
STATE RESOURCES & PROPERTY
Acceptable Use of Information Technology Resources Policy [1]

I. Introduction

The purpose of this policy is to inform all users of information technology at the University of Massachusetts Amherst of their obligation to comply with all existing laws and institutional policies in their use of information technology resources.

II. Policy Statement

A. Overview: All violations of law or institutional policy in physical space are also violations when in the use of University of Massachusetts Amherst's Information Technology resources.

B. By approval of the Chancellor of University of Massachusetts Amherst, this policy incorporates all other institutional policy. This incorporation includes (but is not limited to) the Academic Integrity, Campus Code of Conduct, Human Resource, Research Misconduct, Information and Data Governance Policies, and Financial and Facilities Policies.

C. Obligations to Report Violations: Users of information technology resources have an obligation to report credible violations of this policy. If it is an emergency, contact the UMass Amherst Police at 413-545-3111. For non-emergencies contact it-abuse@umass.edu [2]. Ethics and policy violations, and fraud should be reported to the Internal Audit confidential Ethics & Fraud Awareness Center [3].

III. To Whom This Policy Applies

A. All users of UMass Amherst information technology resources (including but not limited to the network, computers, printers, and information technology systems).

IV. Responsible Parties

A. Every person to whom this policy applies has the responsibility to safeguard institutional information technology resources.

B. As a delegate of the Chancellor, the Vice Chancellor for Information Services & Strategy & CIO has the right to authorize the limitation or restriction of the use of its computing and information technology resources, including content at rest, in storage, and in transit, for the good of the campus community and to protect the integrity of those resources and the rights of users.

This authority extends to the right to examine material stored on or transmitted through its resources if there is cause to believe that the standards for acceptable use are being violated.

V. Standards

For prevailing legal and policy standards, and reporting options as they relate to Acceptable Use of Information Technology resources, please see Rights and Responsibilities for Acceptable Use of Information Technology [4] and the Acceptable Use Policy Interpretation Guidelines [5].

Failure to comply with the appropriate use of these resources threatens the atmosphere for the sharing of information, the free exchange of ideas, and the secure environment for information technology resources. Individuals in violation of this policy may be subject to disciplinary proceedings.

Source URL: https://www.umass.edu/it/security/acceptable-use-policy

Links
[1] https://www.umass.edu/it/security/acceptable-use-policy
[2] mailto:it-abuse@umass.edu
IMPLEMENTING THE FINAL RULE ON GOVERNMENT CONTRACTORS, PROHIBITIONS AGAINST PAY SECRECY POLICIES AND ACTIONS

Although some gender wage inequity is attributable to occupational segregation, other factors, like sex discrimination, including gender stereotyping, contribute to the wage gap.\textsuperscript{1} On average women make between 78 and 82 cents for every dollar that a man makes (2013) and, over the course of her career, a woman may lose as much as $420,000 due to wage inequities.\textsuperscript{2}


The Final Rule, implementing the Executive Order cites Ledbetter v. Goodyear Tire & Rubber Co., 550 U.S. 618 (2007), in which a woman’s claim of sex discrimination concerning her pay was found to be untimely—in part because she was unaware of the alleged discrimination due to the company’s pay secrecy policies. Although her claim would not be untimely today,\textsuperscript{3} the Final Rule suggests that ending pay secrecy policies will permit employees to more easily discover if they are victims of discriminatory pay policies, which, in turn, will lead to greater enforcement of prohibitions against discrimination in compensation and, therefore, reduce the wage gap.\textsuperscript{4}

Although, as a Massachusetts public employer, the salaries of University employees are public record, see, A Guide to the Massachusetts Public Records Law,\textsuperscript{5} there are provisions in the new regulations that require action.

First, the Final Rule amends 41 CFR 60-1.4(a) by inserting a new paragraph into the equal opportunity clause that is included in any federal contract issued or amended on or after January 11, 2016:

> The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

\textsuperscript{2} Id.
\textsuperscript{3} See, Ledbetter Fair Pay Act of 2009, Public Law 111-2 (January 29, 2009), which amended Title VII to provide that, for purposes of calculating the period of limitations for filing a discrimination claim based on compensation, the unlawful practice occurs:

- when an individual becomes subject to a discriminatory compensation decision or other practice; or
- when an individual is affected by application of a discriminatory compensation decision or other practice, including each time wages, benefits, or other compensation is paid.

\textsuperscript{5} The Final Rule also suggests that wage secrecy policies have a negative impact on productivity.
\textsuperscript{5} M.G.L. c. 66, s.10.
investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(new) 41 CFR 60-1.4(3). (The remaining sections are re-numbered).6

The Final Rule also adds new definitions to 41 CFR 60-1.3:

“Compensation” is defined to include (but is not limited to) “salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.”

“Compensation information” is defined simply as “the amount and type of compensation provided to employees or offered to applicants.” However, the definition includes the following examples of compensation information:

- the desire of the contractor to attract and retain a particular employee for the value the employee is perceived to add to the contractor’s profit or productivity;
- the availability of employees with like skills in the marketplace;
- market research about the worth of similar jobs in the relevant marketplace;
- job analyses, descriptions, and evaluations;
- salary and pay structures;
- salary surveys;
- labor union agreements; and
- contractor decisions, statements and policies related to setting or altering employee compensation.

NOTE: The Final Rule does not require contractors to disclose such information; rather the Final Rule only prohibits discrimination against applicants or employees who inquire about, discuss, or disclose such information (subject to certain defenses, see below).

A definition of “essential job functions” is also added. See below for discussion on employer defenses.

Specific Action Items:

1. Disseminate the new nondiscrimination statement

   a. In employee manuals or handbooks

Although the new regulations do not require employers to produce an employee manual or handbook, they do require that a notice of the new nondiscrimination section be incorporated into any existing employee manual or handbook. See, 80 Fed. Reg. 54934, 54949; 41 CFR 60-1.35(c). Campuses should update any existing employee manual or handbook to include a statement substantially similar to the following:

The University will not discriminate against applicants or employees for inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees. However, employees who have ready access to compensation information or who are designated to protect or maintain the privacy of applicants' or employees' compensation information should refer requests for or

6 NOTE: as of 9/30/15 the Electronic Code of Federal Regulations has not been update to include the new provisions (which are effective on January 11, 2016).
inquiries about compensation information to the appropriate chief human resources officer and should not disclose or discuss such matters directly.

Even in the absence of an existing employee manual or handbook, campuses should consider adopting a work rule incorporating the second sentence. See below for discussion on employer defenses.

b. To employees and job applicants

The Office of Federal Contract Compliance Programs (OFCCP) is taking steps to produce a new “EEO is the Law” poster, which will include the new nondiscrimination provision. See, 80 Fed. Reg. 54934, 54949; 41 CFR 60-1.35(c). In the meantime, OFCCP has issued a Poster Supplement that reflects all of the recent regulatory changes (including this one). Campuses should:

1) confirm that the most recent version (revised 11/09) of the “EEO is the Law” poster is posted electronically or in conspicuous places available to employees and applicants for employment; and

2) post the Poster Supplement (electronically or in conspicuous places available to employees and applicants for employment).

What is NOT required:

The Final Rule does not require contractors to:

- make any additional disclosures about what they pay their employees. See, Frequently Asked Questions: EO 13665, Final Rule, #15.

- collect any additional data or conduct any additional analyses. See, 80 Fed. Reg. 54934, 54951-2 (specifically pointing out that compensation analyses are already required pursuant to 41 CFR 60-2.17(b)(3)).

- change the general equal opportunity statement in solicitations and advertisements for employees. See, 41 CFR 60-1.4(a)(2).

- change training curricula to include a review of new nondiscrimination provision (although the Final Rule suggests that providing such training is considered a best practice). See, 80 Fed. Reg. 54934, 54940.

The Final Rule continues to allow contractors to incorporate the general equal opportunity clause into subcontracts by reference. See, 80 Fed. Reg. 54934, 54952; see also, 41 CFR 60-1.4(d).

The Final Rule also does not change the requirement to send a notice advising unions of the contractor’s obligations. See, 41 CFR 60-1.4(a)(4).7

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7 Although the Final Rule does not change this requirement, the University may not be in compliance with the prior requirement.
Employer Defenses.

The Final Rule adds a new section, 41 CFR 60-1.35, which contains two employer defenses to claims of discrimination on the basis of inquiring about, discussing, or disclosing compensation information:

1. General Defense

The Final Rule describes a catch-all defense that permits contractors to enforce uniform and consistently applied work rules, as long as the work rules do not “prohibit or tend to prohibit employees or applicants from discussing or disclosing their compensation or the compensation of other employees or applicants.” 80 Fed. Reg. 54934, 54947; 41 CFR 60-1.35(a). However, the OFCCP has declined to offer any examples of such work rules.

2. Essential Job Functions Defense

The Final Rule permits contractors to discipline employees who have access to compensation information as part of their “essential job functions” and who disclose such information to other employees or applicants who do not otherwise have access to the information. 8

For the purposes of the administering the new nondiscrimination provision only, 9 a job function is considered “essential” when “access to the compensation information is necessary to perform that function or another routinely assigned business task”; or “the function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.” 41 CFR 60-1.3.

8 except in limited circumstances, like “in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the contractors, or consistent with the contractor’s legal duty to provide information.” 80 Fed. Reg. 54934, 54949. See also, 41 CFR 60-1.35(b).

9 The definition of Essential Job Functions is limited to the application of the new provision. See, 41 CFR 60-1.3.
POLICIES, GUIDELINES AND REGULATIONS RELATED TO LEAVES OF ABSENCE

Please note that, while generally referenced University-wide policies are contained herein, this manual is not all-encompassing. Additional policies may exist on any given topic, policies contained herein may be updated and information contained in individual and/or bargaining contracts may prevail.
FAMILY LEAVE POLICY

Applicability

This policy shall apply to all eligible non-unit employees of the University of Massachusetts.

Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), employees of the University are entitled to up to 12 weeks of unpaid leave during any calendar year. Leave may be granted for any of the following reasons:

• the birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;
• the placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of the placement of the child;
• the care of an employee's spouse, child, or parent with a serious health condition; or
• the employee's own serious health condition that makes the employee unable to perform the essential functions of the position.

Leaves covered by this policy will be referred to as "FMLA" leave. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in University records, even if the employee does not specifically identify it as FMLA leave.

Eligibility

To be eligible, employees must have been employed by the University for at least 12 months and have worked at least 1250 hours during the 12 month period immediately preceding the commencement of the leave.

Duration

FMLA leave may last for a total of up to 12 weeks during any calendar year. Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of 12 weeks during the calendar year. Leave for the birth, adoption, or placement of
a child may be taken on an intermittent basis only by prior arrangement with the University.

An employee and spouse both working for the University who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a parent with a serious health condition.

### Covered Health Conditions

In accordance with the FMLA, a "serious health condition" means one of the following conditions affecting the employee or the employee's child, spouse, or parent:

- an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical-care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e. doctor, dentist, clinical psychologist);
- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 calendar days; or
- prenatal care.

### Leave Arrangements

Employees should submit a leave application to their immediate supervisor, who will forward it to Human Resources.

In instances where leave is foreseeable, employees must provide 30 calendar days advance notice of the leave request. In cases of planned medical treatment, the employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to disrupt unduly the University's operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

Where the leave is for the serious medical condition of the employee or the employee's spouse, child, or parent, the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Department and will be filled in by the employee's health care provider. In certain instances, a second or third medical certification may be required at the University's expense. An employee will not be permitted to commence or remain on a FMLA leave unless a valid medical certification form is provided.

In the case of a foreseeable intermittent leave for planned medical treatment or during a period of recovery from a serious health condition, the University may require an
employee to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

**Pay During Leave**

Except as provided in this paragraph, all FMLA days are without pay. However, an employee may use accrued vacation and personal days for any covered FMLA leave, may utilize accrued sick days for FMLA leaves due to the employee's own serious health condition, and may use family sick leave for the illness of a spouse, child or parent. The University may, in its discretion, based on the needs of the campus, require an employee to utilize accrued vacation, personal, or sick days during a covered leave. The Human Resources Office will notify the employee if the University is going to require the use of accrued time during a covered leave.

**Benefits During Leave**

The University will maintain group health insurance coverage during a covered FMLA leave on the same terms as if the employee had continued to work. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

In the event an employee does not return from a covered FMLA leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the employee, the University will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the employee, if any, or by otherwise seeking recovery of the premium through the legal process.

The University will maintain other benefits, such as life and disability insurance, in effect during the paid portion of a covered FMLA leave, and, during any unpaid portion of a covered FMLA leave upon timely payment of the full premium by the employee, as specified by the Human Resources Office.

**Communication By Employee During the Leave**

The University may require the employee to submit medical recertifications during a leave at 30 calendar day intervals, and it may require an employee to report periodically on their status and intent to return to work. In cases of leaves due to the employee's own serious health condition which exceed 60 calendar days, employees must establish their fitness to return to duty in accordance with procedures in effect on their campus.

**Reinstatement Following Leave**

Employees who return from covered FMLA leaves will be reinstated to their same or equivalent job with equivalent pay, benefits, and other employment terms and conditions.
Coordination With Other Statutes

The FMLA does not supersede any provision of state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, state law provides maternity/adoptive leave; time spent on such leave will simultaneously be counted toward FMLA leave eligibility.

Implementation

The President of the University of Massachusetts is hereby delegated authority to implement, amend, or modify this policy for non-unit employees of the University.
ELIGIBLE employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child’s birth or placement);
- To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;
- For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered servicemember’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee’s worksite.

*Special “hours of service” requirements apply to airline flight crew employees.

Generally, employees must give 30-days’ advance notice of the need for FMLA leave. If it is not possible to give 30-days’ notice, an employee must notify the employer as soon as possible and, generally, follow the employer’s usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627
www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division
1. INTRODUCTION

Based on the provisions of Executive Order # 479, Establishing a Policy for State Employees to Provide Voluntary Services issued in January 2007, the Commonwealth of Massachusetts has expanded its Mentoring, Foster Care, and School Volunteer Leave Programs to include “Community Service Volunteer” services that address additional community needs, including but not limited to, environmental, educational, health and public safety.

The State Employees Responding as Volunteers Program (SERV) gives state employees the opportunity to provide volunteer services to assist in the improvement of the community at accredited non-profit organizations and public entities (including schools). The purpose of these guidelines is to ensure the successful administration of the SERV Program for state employees.

2. PROGRAM GOAL

The program goal is to encourage state employees to serve as volunteers within Massachusetts communities thereby helping to improve the educational and economic interests of the Commonwealth and to help create a more just society.

3. ELIGIBILITY

All employees of the Executive Branch and Higher Education Institutions, who have been successfully employed by the state for at least six (6) months immediately prior to the volunteer request and have applied for, and received approval from their direct supervisors and agency heads or designees, may participate in the SERV Program. Upon returning to the Executive Branch, an employee with a break in service needs to complete six months of employment before being eligible for the SERV program.

Part-time employees are eligible to participate in the program on a pro-rated basis. (The maximum number of volunteer hours allowed per month is pro-rated in accordance with the number of hours an employee works per month).

Seasonal, intermittent, and contract employees are not eligible.

4. DEFINITION OF TERMS

4.1 State Employees Responding as Volunteers (SERV): SERV or Volunteer Services Leave permits eligible state employees to provide volunteer services within an accredited non-profit organization and public entity (including schools) in Massachusetts, during working hours. The type of volunteer services leave can fall into 4 categories: Mentoring, Foster Care, School Volunteer or Community Service.

Volunteer services must be done in conjunction with an approved organization. The organization would have to be a public entity (including public schools) or an
State Employees Responding as Volunteers Program

accredited and registered non-profit (registered with the Massachusetts Secretary of State’s Office and in good standing with The Attorney General’s Office as a charity.)

The activity must address a service need of the state’s schools, communities, or citizens (health and human services needs) related to of Education, Health, Public Safety, or the Environment. The activity must be non-partisan and non-profit. An employee may not use volunteer leave to participate in any work or organization that could be considered political or partisan. The volunteer activities must not attempt to influence legislation, governmental policy, or elections to public office. In addition the volunteer activities must not promote religion as the Massachusetts State Constitution (Amendment XVIII, § 2) prohibits public funds from supporting religious institutions.

A maximum leave benefit is defined as equivalent to one work day per month, without loss of salary or benefits. The maximum allowable number of leave hours is 7.5 or 8 hours per month, depending on the normal work day for the employee’s position. The employee may volunteer for one full work day monthly or in increments of two half-days, or for shorter periods which do not, in total, exceed the equivalent of one work day, depending on the needs of his/her agency and the needs of the volunteer program. The leave time does not cover the commute to and from the volunteer site or time the employee volunteers after his or her regularly scheduled work hours. The employee may not receive any direct compensation or benefits from the volunteer position.

(NOTE: The total maximum volunteer leave allowance is the equivalent of one work day per calendar month, even in cases where employees choose to participate in more than one employee volunteer program, including the mentoring, foster care, school volunteer and community service leave programs).

4.2 Mentoring Programs: There are three types of mentoring programs in which an eligible employee may become involved:

1. Type One: Tutoring programs for youths age 5-21, such as MCAS and other academic tutoring offered by local public schools or non-profit organizations.

2. Type Two: Site-based mentoring programs, such as the Dorchester High School National Academy of Public Service Mentor Program. To find a site-based mentoring program close to where you work or live, link to the Mass Mentoring Partnership website at www.massmentors.org. When you find a program, call the Human Resources Division at (617) 727-3777 extension 29710 to determine if it is on HRD’s list of approved mentoring programs. If a mentoring program is not on HRD’s approved list, an employee may request HRD to review the program for inclusion.
3. Type Three: **Community-based**, one-to-one mentoring programs, such as Big Brothers or Big Sisters of Massachusetts.

4.3 **School Volunteer Programs:** An eligible employee has the opportunity to benefit Massachusetts school children by volunteering in public or charter schools. Public schools outside of Massachusetts are not covered even if the employee resides out of state. Private schools, pre-school*, or home schooling programs in any state do not qualify.

* Certain activities in pre-school may qualify under community services leave.

**Public School:** Any school or school system in the Commonwealth funded through Chapter 70 of the Massachusetts General Laws, excluding Chapter 766 privately operated schools.

**Charter School:** A Commonwealth Charter School shall be a public school, operated under a charter granted by the Board of Education, which operates independently of any school committee and is managed by a board of trustees.

**School Volunteer Services:** School Volunteer Services are defined as services performed in compliance with the general guidelines of the SERV Program performed during an employee's regular working hours which are approved by the employee's supervisor, agency head/designee, and which assist in the improvement of public or charter schools, or the educational achievement of school children.

Please see Appendix I for examples of **acceptable** volunteer services and Appendix II for activities **not authorized** under this leave.

4.4 **Foster Care Leave:** Leave time for employees to make necessary preparations and to attend legal proceedings related to their foster care of DSS children.

4.5 **Community Service Leave:** An eligible employee has the opportunity to volunteer in other capacities to address community needs, including, but not limited to, the areas of education, environment, health or public safety.

**Non-profit organizations:**
Nonprofit corporations are organizations that are formed in the manner prescribed in M.G.L.Chapter 156B, sections 11 to 13, for a purpose recognized by M.G.L.Chapter 180, section 4. They must be registered with and in good standing with the Massachusetts Secretary of State and Attorney General's Office and be recognized by the IRS under section
State Employees Responding as Volunteers Program

501(c)3. They must specifically provide services to the citizens of Massachusetts.

Public entities: Public programs sponsored by municipalities, counties, or the federal government, including but not limited to schools.

Community or Site-based volunteer opportunities: To find a community or site-based volunteer program refer to HRD’s list of approved programs which can be found at the following link: www.mass.gov/serv. A preliminary list is also found in Appendix III. Political organizations are not eligible. In addition the volunteer activities must not promote religion as the Massachusetts State Constitution (Amendment XVIII, § 2) prohibits public funds from supporting religious institutions. If a program is not on HRD’s approved list, an employee may request HRD to review the program for inclusion.

5. PROCEDURES FOR THE OPERATION OF THIS PROGRAM
Any employee who wishes to participate in the SERV Program begins with identifying an approved volunteer services leave program. The employee then contacts the chosen program to discuss the program’s requirements with regard to the screening process, time commitment expectations, etc., and to explain the Commonwealth’s program in regard to the potential commitment to volunteer for up to one work day per month.

Employees should inform the chosen volunteer services leave program that state agency approval must be received before the employee can proceed to volunteer. Employees should submit a separate request for each time they would like to volunteer, at least 30 calendar days in advance of the desired volunteer date(s) to minimize disruptions in work schedules.

When state agency approval is received, prospective volunteers must agree to follow all screening procedures (including a background check, if required), mandated by the chosen program.

No state employee shall engage in activities prohibited by the State Ethics Commission. For general information see the Commission’s website, www.mass.gov/ethics. For free confidential advice, contact the State Ethics Commission at 617-371-9500.
6. **ORIENTATION PROGRAM**

The prospective volunteer must attend a training/orientation session provided by the chosen program before beginning to serve as a volunteer.

(Please note: any leave time needed for volunteer training or periodic meetings required by the chosen volunteer program must fall within the 7.5 or 8.0 hours authorized leave per month. No additional leave time will be allowed for such purposes).

7. **APPROVAL PROCESS**

The employee discusses his/her request to participate in the SERV Program with his/her direct supervisor and submits a completed SERV Program Leave Request Form to his/her supervisor at least 30 calendar days before requested volunteer date(s). (See attached form).

The supervisor reviews the request and either approves or denies it, taking into consideration the following criteria:

- Business needs of the agency
- Conformance of the request with all program rules
- Work history which includes employee performance, attendance, disciplinary action, and other information about their work performance

The employee is to be notified of approval or denial of his/her request. If the request is denied, the reason must be written on the form and a copy given to the employee. All requests, whether approved or denied by the supervisor, must be reviewed by the agency head or designee for conformance with all program rules. Based upon sound reason, the agency head or designee has the option to reverse the supervisor decision. Approval of leave time on individual requests does not imply all future requests will be approved or create an expectation that approval is automatic. There may be occasions when the approval for an individual request needs to be rescinded because of an urgent operational need.

8. **APPROVED LEAVE**

**Payroll:** If the request is approved, the payroll coordinator should be advised so that the appropriate payroll records can be maintained. The following HR/CMS time reporting codes will be used to reflect SERV (Volunteer Services) Leave:

<table>
<thead>
<tr>
<th>Time Reporting Code</th>
<th>Brief Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSV</td>
<td>Voluntary Community Service Lv</td>
</tr>
<tr>
<td>MEN</td>
<td>Voluntary Youth Mentoring Lv</td>
</tr>
<tr>
<td>VLFOS</td>
<td>Volun FosterCare Pd Lv 1day/mo</td>
</tr>
<tr>
<td>VSL</td>
<td>Volun School Volunteer Leave</td>
</tr>
</tbody>
</table>
State Employees Responding as Volunteers Program

Please refer to the HR/CMS Knowledge Center at http://www.hrcms.state.ma.us for information on where this code should be recorded. If you have further questions, please contact the HR/CMS help desk, at (866) 888-2808.

9. AGENCY RESPONSIBILITY
It is the agency head’s responsibility to ensure the integrity of employees’ participation in the program and to prevent any abuse of volunteer leave.

10. RECORD KEEPING
An employee must submit a Verification of Volunteer Services Form (attached) to his/her supervisor each time volunteer services are provided. Specific information regarding the dates and times of volunteering sessions is to be included on the form. This form must be signed by an authorized person on behalf of the chosen program.

The verification forms should be maintained by agency Human Resources Departments. It is the responsibility of agency’s Human Resources Department to ensure that the services performed match the program description submitted by employees in their SERV Program Leave Request Forms.

The employee should also indicate the appropriate leave code on his/her department time sheet.

11. OTHER AGENCY RESPONSIBILITIES
Agency Human Resources Departments are responsible for monitoring any agency-wide policies that may affect the program. Agency Human Resources Departments are also responsible for compiling employee participation data and for responding to survey requests from HRD.

12. EMPLOYEE STATUS
An employee who is granted paid leave time pursuant to this program shall not be considered to be acting within the scope of employment for the purposes of Chapter 152 of the Massachusetts General Laws (Workers’ Compensation); nor shall the Commonwealth be liable for any acts or omissions of said employee while released for volunteer purposes. Volunteers are expected to follow the rules and regulations of mentoring programs in which they participate.
APPENDIX I

Examples of Acceptable Activities under Leave Policy

Volunteer activities must be done in conjunction with an approved organization. The organization would have to be a public entity (including public schools) or an accredited and registered non-profit (registered with the Massachusetts Secretary of State's Office and The Attorney General's Office as a charity.) In addition, the volunteer activities must not promote religion as the Massachusetts State Constitution (Amendment XVIII, § 2) prohibits public funds from supporting religious institutions.

School Volunteer

- Serving on non-elected school boards or committees
- Assisting teachers in the classroom, including the preparation of classroom materials
- Tutoring or mentoring students
- Acting as chaperone on educational school field trips
- Providing computer and/or library assistance
- Using carpentry or other skills to assist with a school program or activity
- Working on special events such as drug and alcohol prevention programs
- Ground clean-up drives
- Other activities that meet the intended goals of the program, as authorized by Executive Order #479 and Section 31E of MGL Chapter 29

Educational

- Adult basic education programs
  - Basic literacy
  - ESL English for non-native speakers of English
  - Numeracy
  - High school equivalency (GED)
  - Adult diploma programs (ADP)

See Dept. of Elementary and Secondary Education website for links to some programs: [http://acls.doemass.org/pDirectoryBrowse?category=siteType](http://acls.doemass.org/pDirectoryBrowse?category=siteType)

- Book deliveries to the elderly
- Adult Literacy programs – see Board of Library Commissioners website [http://mblc.state.ma.us/libraries/literacy/listing.php](http://mblc.state.ma.us/libraries/literacy/listing.php)
- Health education/prevention programs
- Museums (education programs only for example serving as a tour guide, interpreting exhibits, organizing group visits)
- Preschools
- Reading/Recording for the Blind
- Public safety education programs (drunk driving, fire safety, seatbelts)
- Public Library educational programs
- State and community colleges

Environmental
State Employees Responding as Volunteers Program

- Clean-up events at beaches and parks owned by federal or local government
- "Friends groups" of state and federal (national) parks and forests in Massachusetts
- Municipal conservation commissions (environmental employees should check for any conflicts of interest)
- Recycling programs

**Health**
- Blood Donor Drive volunteer (for blood donations – see separate Blood Donor Leave policy)
- Community Health screenings
- Developmental disability centers and care facilities for those with mental retardation
- Health education programs such as smoking cessation
- Home health agencies
- Hospices
- Hospitals
- Inpatient rehab facilities
- Intermediate Nursing care facilities
- Relief to physically or mentally challenged persons
- Services to individuals who are blind, visually impaired, or deaf

**Human Services**
- Local Councils on Aging
- Delivering meals to elderly or needy citizens
- Food banks and food pantries
- Local hunger relief organizations
- Homeless shelters
- Veterans outreach centers
- Sorting/organizing/distributing donated goods
- Acknowledging donations

**Public Safety**
- Drug prevention programs
- Drunk driving education
- Emergency preparedness
- First Aid/CPR programs
- Fire Safety Programs
- Public safety events, such as National Fire Prevention Week, National Child Passenger Safety Week etc.
Appendix II
Activities Not Permitted under Leave Policy

All Types of Leave Programs

- Commuting to and from volunteer site
- Any volunteer activities at acceptable institutions that involve receipt of compensation or benefits
- Volunteering in other Executive Branch state agencies
- Volunteer activities that promote religion, as the Massachusetts State Constitution (Amendment XVIII, § 2) prohibits public funds from supporting religious institutions.
- Organizations which are for-profit
- Volunteer activities located in other states such as New Hampshire, Rhode Island, etc. even if the employee resides out of state.
- Coaching sports teams or related youth sports/entertainment activities
- Volunteering to provide a service to a nonprofit or city or town that an employee’s state agency already offers (i.e. offering educational seminars to nonprofits on a specific topic if the state agency offers these seminars to nonprofits free of charge as a service as part of their regular business)
- Volunteering for an immediate family member as defined by the Sunshine Policy (spouse, child, parent, sibling). Example: Being trained or supervised by an immediate family member. A family member also cannot complete the SERV verification form.
- Providing direct services to an immediate family member as defined by the Sunshine Policy (i.e. delivering Meals on Wheels to a parent, reading to a relative who is blind, etc.) except public school volunteer group class activities of which an immediate family member is included.
- Volunteering for a nonprofit which was founded an employee or their immediate family member
- State employees will be required to secure a State Ethics opinion if an agency feels the volunteer work might be perceived as a conflict of interest – especially in municipal work related to the employee’s work functions. The employee will need to share the opinion with their agency.
- Using SERV time to do volunteer work in an elected position in municipal government.
- Facilitating any type of gambling or gaming such as BINGO for the elderly

School Volunteer Leave

- Acting as a substitute teacher
- Working in the cafeteria preparing or serving food
- Performing routine maintenance, such as sweeping or washing floors.
Community Services Leave

- Activities designed to promote religious belief such as teaching or leading religious assemblies or in raising funds to support religious activities
- Service provided through a church where the only recipients of the service are constituents of the church (i.e. painting the church, yard work)
- Activities involving political groups or causes
- Handing out election brochures, transporting voters, or other partisan campaigning
- Participation in recreational or athletic activities
- Fundraising including attending or participating in a fundraising or charity event; soliciting funds via phone or mail; organizing a fundraising event
- Participating in parades, road races, carnivals, fairs or any other sports or entertainment event
- Handling, processing, or being involved in financial transactions involving cash, checks, credit cards, debit cards, etc.
- Sales work of any kind including ticket sales, gift shop, parking lot cashier, etc.
- Activities involving physical contact/touch such as healing massage
- Professional or career networking groups
- Animal hospitals and animal shelters
Employment Leave to Address an Abusive Situation

M.G.L. c. 149, §52E.

Employees are entitled to 15 days of leave under the new domestic violence law. The employers' and employees' rights and responsibilities under the law are as follows:

If you are an employer who employs 50 or more people in Massachusetts, it is your responsibility to:

Provide up to 15 days of paid or unpaid leave during any 12-month period to a qualifying employee. The law allows an employer to require that all employees must exhaust all available leave (sick, personal, vacation, etc.) before the employee may take advantage of this leave. The employer may also determine whether this leave is to be paid or unpaid.

An employee qualifies where:
- The employee receives wages or any other remuneration;
- The employee is or has a family member who is a victim of abusive behavior;
- The employee is using the leave from work for a qualifying purpose; and
- The employee is not the perpetrator of the abusive behavior against the employee's family member.

Not take any negative action against an employee for taking an unscheduled absence if the employee, within 30 days from the unauthorized absence, or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences, provides qualifying documentation.

Notify each employee of the employee's rights and responsibilities, including those related to the employee's responsibility to notify the employer when taking leave and the employer's responsibility to keep information related to such leave confidential.

Note: An employer may not require an employee to show evidence of an arrest, conviction, or other law enforcement documentation for such abusive behavior.

Keep confidential all information related to the employee's leave, except to the extent disclosure is:
- Requested or consented to, in writing, by the employee
- Ordered to be released by a court of competent jurisdiction
- Otherwise required by applicable state or federal law
- Required in the course of an investigation authorized by the attorney general, or
- Necessary to protect the safety of the employee or others employed at the workplace.

An employer may maintain any documentation provided by the employee in the employee's employment record, but only for as long as required for the employer to make a determination whether the employee is eligible for leave under this section.

Not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise the rights provided, or make leave requested or taken under the DVLA, contingent upon whether or not the victim maintains contact with the alleged abuser.

Not discharge or in any other manner discriminate against an employee for exercising the employee's rights under the DVLA.

Give to the employee all benefits accrued prior to the date on which leave taken under the DVLA commenced and upon the employee's return to work, restore the employee to the employee's original job or to an equivalent position.

Comply with all other general or special laws, including but not limited to G.L. c. 258B (concerning victims' rights) and G.L. c. 268, sec. 14B (concerning protection of victims' or witnesses' who appear in court).

The AGO recommends that employers also include information concerning whether DVLA leave is paid or unpaid and the extent to which the employee must exhaust available sick, vacation, personal, or other leave before the 15-day DVLA leave is afforded.
Employment Leave to Address an Abusive Situation
M.G.L. c. 149, §52E.

Employees are entitled to 15 days of leave under the new domestic violence law.
The employers’ and employees’ rights and responsibilities under the law are as follows:

If you are an employee of a covered entity, it is your responsibility to:
Provide advance notice to your employer in accordance with the employer’s leave policy that you are requesting or you are taking leave under the DVLA, except that:
- in cases of imminent danger to your health or safety, or in cases of a threat of imminent danger to the health or safety of yourself or your family member, you must provide notice within 3 workdays that the leave was taken or being taken under the DVLA. This notice may be given to the employer by you, your family member, your counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted you in addressing the effects of the abusive behavior.

If required by your employer, you must provide documentation within a reasonable time evidencing that:
- You are, or you have a family member who is, a victim of abusive behavior;
- You are using the leave from work for a qualifying purpose; and
- You are not the perpetrator of the abusive behavior against your family member.

If required by your employer’s leave policy, you may be required to exhaust all available vacation, sick, and personal time before you request or take leave under the DVLA.
Employment Leave to Address an Abusive Situation

M.G.L. c. 149, §52E.

Employees are entitled to 15 days of leave under the new domestic violence law. The employers’ and employees’ rights and responsibilities under the law are as follows:

For purposes of this type of leave, both employers and employees should be aware that:

Abusive behavior is:
- Domestic violence
- Sexual assault
- Stalking
- Kidnapping

Family member is:
- Parent, step-parent, child, step-child, sibling, grandparent, or grandchild
- Married spouse
- Persons in a substantive dating or engagement relationship and who reside together
- Persons having a child in common regardless of whether they have ever married or resided together
- Persons in a guardian relationship.

A qualifying purpose is:
- To seek or obtain medical attention, counseling, victim services or legal assistance;
- To secure housing;
- To obtain a protective order from a court, appear in court or before a grand jury, meet with a district attorney or other law enforcement official;
- To attend child custody proceedings; or
- To address any other issues directly related to the abusive behavior against the employee or family member of the employee.

A qualifying document is any of the following:
- A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against you or your family member.
- A document under the letterhead of the court, provider or public agency which you attended for the purposes of acquiring assistance as it relates to the abusive behavior against you or your family member.
- A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by you or your family member.
- Documentation that the perpetrator of the abusive behavior against you or your family member has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section.
- Medical documentation of treatment as a result of the abusive behavior complained of by you or your family member.
- A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted you or your family member in addressing the effects of the abusive behavior.
- A sworn statement signed by you under the penalties of perjury attesting that you have been or a family member has been the victim of abusive behavior.
Massachusetts Pregnant Workers Fairness Act

The Massachusetts Pregnant Workers Fairness Act (“the Act”) provides various protections for pregnant and nursing employees.

Pursuant to the Act, employees have the right to be free from discrimination due to pregnancy or a condition related to pregnancy, including the right to reasonable accommodations for conditions related to pregnancy. We endeavor to make our campus a welcoming place for all employees. It is important that pregnant and nursing employees are aware of the resources which are available to them. While we believe that our campus practices are already in compliance with this Act, should you have any questions or concerns, the following offices are best situated to assist you:

For questions related to **accommodations for pregnancy or a pregnancy-related condition**, contact the Office of Disability Services at 413-545-0892.

For questions related to **accommodations for nursing employees**, including lactations spaces or release time, contact Linda Ho, HR Benefits Associate, at 413-545-6121 or lijho@umass.edu. A map of current lactation spaces on campus can be found here: [http://www.umass.edu/humres/birth-adoption-foster-care](http://www.umass.edu/humres/birth-adoption-foster-care)

For concerns related to **discrimination, harassment, or retaliation** as defined by this Act, please contact Débora Ferreira, Executive Director, Office of Equal Opportunity at 413-545-3464 or eod@admin.umass.edu
MCAD Guidance
PREGNANT WORKERS FAIRNESS ACT
Issued 1/23/2018

The Pregnant Workers Fairness Act ("the Act") amends the current statute prohibiting discrimination in employment, G.L. c. 151B, §4, enforced by the Massachusetts Commission Against Discrimination (MCAD). The Act, effective on April 1, 2018, expressly prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. It also describes employers’ obligations to employees that are pregnant or lactating and the protections these employees are entitled to receive. Generally, employers may not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy-related conditions and have an obligation to accommodate pregnant workers.

Under the Act:

- Upon request for an accommodation, the employer has an obligation to communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an "interactive process," and it must be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.

- An employer must accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. "Undue hardship" means that providing the accommodation would cause the employer significant difficulty or expense.

- An employer cannot require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer.

- An employer cannot refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.

- An employer cannot deny an employment opportunity or take adverse action against an employee because of the employee's request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.

- An employer cannot require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. An employer, may, however, request medical documentation for other accommodations.

- Employers must provide written notice to employees of the right to be free from discrimination due to pregnancy or a condition related to pregnancy, including the right to reasonable accommodations for conditions related to pregnancy, in a handbook, pamphlet, or other means of notice no later than April 1, 2018.
Employers must also provide written notice of employees’ rights under the Act: (1) to new employees at or prior to the start of employment; and (2) to an employee who notifies the employer of a pregnancy or a pregnancy-related condition, no more than 10 days after such notification.

The foregoing is a synopsis of the requirements under the Act, and both employees and employers are encouraged to read the full text of the law available on the General Court’s website here:


If you believe you have been discriminated against on the basis of pregnancy or a pregnancy-related condition, you may file a formal complaint with the MCAD. You may also have the right to file a complaint with the Equal Employment Opportunity Commission if the conduct violates the Pregnancy Discrimination Act, which amended Title VII of the Civil Rights Act of 1964. Both agencies require the formal complaint to be filed within 300 days of the discriminatory act.
Policy on Consensual Relationships Between Faculty and Students

The University’s Sexual Harassment Policy prohibits unwelcomed sexual advances, but what about situations where both parties willingly consent? Dating or sexual relationships between faculty and students or post-docs (hereafter, “sexual relationships”) are also inherently problematic because of the unequal power dynamic between the parties to the relationship, the responsibility of faculty for evaluating students’ work, the possibility that other faculty and students may be adversely affected, and because such relationships diminish the trust and respect that ordinarily characterize the faculty-student relationship and are therefore inconsistent with the educational mission of the University. For these reasons, the University strongly discourages such relationships, even when both parties willingly consent.

In order to avoid any conflict of interest or abuse of authority, any faculty member who has any responsibility for supervision, evaluation, grading, advising, employment, or other instructional or supervisory activity related to a student or postdoc is prohibited from entering into a sexual relationship with that individual beginning with the effective date of this policy. For relationships that predate this policy or that began before the faculty member assumed the responsibilities, the faculty member must immediately disclose the relationship to their immediate supervisor and, if possible, remove himself/herself/themselves from these responsibilities.

Where a conflict of interest or potential conflict of interest or abuse of authority exists in the context of a sexual relationship between a faculty member and a student or post-doc predates this policy or arose before the faculty-student relationship or responsibility began, the faculty member involved shall notify their immediate supervisor. The supervisor shall have the responsibility of making arrangements to eliminate any conflict of interest that might prove detrimental to the University or to either party in the relationship, while at the same time maximizing the student/post-doc’s educational and professional opportunities. Violations of this policy should be reported to the faculty member’s supervisor, who will deal with the matter in accordance with University policy and relevant collective bargaining agreements.

Nothing in this policy should be construed to override or alter the campus Sexual Harassment Policy, http://www.umass.edu/eod/SexualHarassmentPolicy.pdf.

Questions about the Consensual Relationships policy should be directed to the Provost’s Office.
In 2018, Massachusetts signed into law a statute that provides paid family and medical leave (PFML) benefits to public and private workers. That law requires covered employers to provide employees with notice of the benefits and the employer/employee contributions for the Paid Family Medical Leave program. The University of Massachusetts is providing you with this notice in order to comply with this requirement. Options and instructions for how to acknowledge this notice are located at the bottom of this document.

Explanation of Benefits

- **Beginning January 1, 2021,**
  - employees may be entitled to up to 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces.
  - employees may be entitled to up to 20 weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from work.
  - employees may be entitled to up to 26 weeks of paid family leave in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member’s military service.

- **Beginning July 1, 2021,**
  - employees may be entitled to up to 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition.

Employees may be eligible for up to 26 total weeks, in the aggregate, of paid family and medical leave in a single benefit year. An employee’s weekly benefit amount will be based on the employee’s earnings, with a percentage of wages up to a maximum benefit of $850 per week.

Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including but not limited to, the Commonwealth’s Parental Leave Act (section 105D of M.G.L. c. 149), the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended, when the leave is for a qualified reason under those acts.

In some instances, paid leave provided under a collective bargaining agreement or employer policy and paid at the same or higher rate than paid leave available under this law may count against the allotment of leave benefits available under this law.
Employer/Employee Contributions to the DFML Family and Employment Security Trust Fund

- On October 1, 2019, contributions to the Department of Family and Medical Leave (DFML) Employment Security Trust Fund will begin. An employer will be responsible for sending contributions to the DFML for all employees.

- Currently, the total contribution amount is 0.75% of wages. Of that 0.75% total contribution amount, there is a split: 17.5% is a family leave contribution and 82.5% is a medical leave contribution.

- Under the law, employers are permitted to deduct from employees’ wages up to 40% of the medical leave contribution and up to 100% of the family leave contribution.

- As an employee of the University of Massachusetts, the Default Employee Share from your earnings is as follows:
  - 40% of the Medical Leave Contribution
  - 100% of the Family Leave Contribution

  Your employer will contribute:
  - 60% of the Medical Leave Contribution
  - 0% of the Family Leave Contribution

Job Protection, Continuation of Health Insurance and No Retaliation

- **Job Protection**: Generally, an employee who has taken family or medical leave under the law must be restored to the employee’s previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave.

- **Continuation of Health Insurance**: The employer must continue to provide for and contribute to the employee’s employment-related health insurance benefits, if any, at the level and under the conditions coverage would have been provided if the employee had continued working continuously for the duration of such leave.

- **No Retaliation**: It is unlawful for any employer to discriminate or retaliate against an employee for exercising any right to which such employee is entitled under the paid family and medical leave law. An employee or former employee who is discriminated or retaliated against for exercising rights under the law may, not more than three years after the violation occurs, institute a civil action in the superior court.

How to File a Claim

- Employees must file claims for paid family and medical leave benefits with the DFML using the Department’s forms. Forms and claim instructions will be available on the Department’s website www.mass.gov/DFML before January 2021.

- Employees are required to provide at least 30 days’ notice to their employer of the anticipated starting date of Paid Family Medical Leave, the anticipated length of the leave and the expected date of return. An employee who is unable to provide 30 days’ notice due to circumstances beyond his or her control is required to provide notice as soon as practicable.
Contact Information

The Massachusetts Department of Family and Medical Leave
Charles F. Hurley Building
19 Staniford Street, 1st Floor Boston, MA 02114
(617) 626-6565
MassPFML@mass.gov

For more detailed information, please consult the Department’s website: www.mass.gov/DFML.

For the purposes of this notification your employer is:

Commonwealth of Massachusetts
1 Ashburton Place Room 901
Boston, MA 02108
Employer ID# 04-6002284

Options and Instructions for Acknowledgement

You have three options for acknowledging receipt of this Notice:

1. Select the link to HR Direct that is embedded in the email that you received or log onto HR Direct and (insert instructions).

2. Print the portion of this document entitled “PFML Notice Acknowledgement Form”, sign it, and mail it to the UMass Presidents Office, Human Resources Office, 333 South Street, Suite 400, Shrewsbury, MA 01545.

3. Print the portion of this document entitled “PFML Notice of Acknowledgement Form” and have it hand delivered to any of the locations listed below. You can also pick up a printed copy of the regulations and the acknowledgement form at these locations.

Drop-off Locations

Main Human Resources Office
325 Whitmore Building - 181 Presidents Drive

Auxiliary Enterprises Human Resources Office
918 Campus Center - 1 Campus Center Way

Physical Plant Human Resources Office
360 Campus Center Way Room 214
PFML NOTICE ACKNOWLEDGEMENT FORM

PAID FAMILY AND MEDICAL LEAVE LAW MGL c. 175M

Please complete only one of the two boxes below:

<table>
<thead>
<tr>
<th>Your signature below acknowledges your receipt of the Paid Family and Medical Leave Notice and Acknowledgement Form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Name (Print)</td>
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<table>
<thead>
<tr>
<th>Your signature below indicate you have declined to acknowledge receipt of the Paid Family and Medical Leave Notice and Acknowledgement Form.</th>
</tr>
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<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Name (Print)</td>
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Your signed acknowledgement, or statement indicating your refusal to sign the acknowledgement, will be retained by your employer. You may retain a copy for your own reference.
Overview
The Massachusetts COVID-19 Emergency Paid Sick Leave law requires employers to provide up to one
week of paid sick leave to employees who need leave for a covered COVID-19 related reason.
Employers may request reimbursement from the state for the cost of paid leave.
The maximum amount an employer is required to pay per employee, and the maximum amount
for which the employer may seek reimbursement for any one employee, is $850 (including the cost
of benefits).

Effective Dates
May 28, 2021 through April 1, 2022 (or until the exhaustion of $75 M in program funds).

Reasons for Leave
Employees can take leave for the following reasons:

- To take care of themselves or get medical treatment due to a COVID-19 diagnosis or symptoms,
or to get or recover from a COVID-19 immunization
- To quarantine as required by a local, state, or federal public official, a health authority having
jurisdiction, the employee’s employer, or a health care provider

Employees can also take leave to care for a family member in any of the above situations

- Covered family members are an employee’s spouse, domestic partner, child, parent, grandchild,
grandparent, or sibling, a parent of the employee’s spouse or domestic partner, or a person who
stood in loco parentis to the employee when the employee was a minor child

*In general, employers may not require employees to use other types of available paid leave before
they use COVID-19 Emergency Paid Sick Leave, or require employees to find someone else to cover
the time they will miss while using COVID-19 Emergency Paid Sick Leave.

*Employers may not interfere with an employee’s ability to use COVID-19 Emergency Paid Sick Leave
or retaliate against an employee for taking COVID-19 Emergency Paid Sick Leave.

How Much Leave Are Employees Entitled to?

- 40 hours of leave for employees who regularly work at least 40 hours
- For part-time employees, leave amount is based on average number of hours the
employee works

Requests for Leave
Employers may require employees to submit COVID-19 Emergency Paid Sick Leave requests in writing
and may require employees to provide medical and other documentation related to the request.