ARTICLE XIX

SALARY AND OTHER FINANCIAL BENEFITS

Preamble and Conditions Precedent

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

A. Salary Adjustments

1. Effective the first pay period of July, 2012, each bargaining unit member on the payroll July 1, 2012, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 1.75% based on the unit member’s July 1, 2012 salary.

2. Effective the first pay period of January, 2013 each bargaining unit member on the payroll January 1, 2013, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of .5% based on the unit member’s January 1, 2013 salary.

3. Effective the first pay period of January, 2013, each bargaining unit member on the payroll on January 1, 2013 shall be eligible to receive a merit award from a 1.25% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on January 1, 2013, calculated after implementation of A, 2 above.

4. Effective the first pay period of July, 2013, each bargaining unit member on the payroll July 1, 2013, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of 1.75% based on the unit member’s July 1, 2013 salary.

5. Effective the first pay period of January, 2014, each bargaining unit member on the payroll January 1, 2014, who meets the eligibility criteria for satisfactory performance shall receive a salary rate increase of .5% based on the unit member’s January 1, 2014 salary.

6. Effective the first pay period of January, 2014, each bargaining unit member on the payroll on January 1, 2014 shall be eligible to receive a merit award from a 1.25% pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on January 1, 2014, calculated after implementation of A, 5 above.

7. If a bargaining unit member is denied the base increase(s) stipulated in Section A above he or she may have such denial reviewed by the Dean, who shall review all the circumstances of said denial. If the Dean disagrees with the decision to deny the increase, the bargaining unit member shall receive the increase. If the Dean agrees with the denial, the bargaining unit member may have such denial reviewed by the Chancellor, who shall review all the circumstances of said denial. If the Chancellor disagrees with the denial, the bargaining unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining unit member may, with the approval of MSP/MTA, request review of the denial by a tripartite panel.
consisting of one member designated by MSP/MTA, one member designated by the Chancellor, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chairperson of the Board of Conciliation and Arbitration. The standard of review shall be whether the Employer can demonstrate by compelling evidence that the denial of the increase was justified and that the Employer did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining unit member shall receive the increase retroactive to the effective date. The panel’s review shall be conducted on an expedited basis, without the submission of written briefs, and shall be final. The MSP/MTA and the administration will share equally in the payment of the arbitrator.

7. Revised Salary Schedule

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<thead>
<tr>
<th>Faculty Rank Minimum*</th>
<th>Eff. 7/1/11</th>
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<tbody>
<tr>
<td>Instructor</td>
<td>$51,847</td>
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<tr>
<td>Assistant Professor</td>
<td>$59,705</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$69,918</td>
</tr>
<tr>
<td>Full Professor</td>
<td>$87,202</td>
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<tr>
<th>Librarian Rank Minimum*</th>
<th>Eff. 7/1/11</th>
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</thead>
<tbody>
<tr>
<td>Instructor Librarian</td>
<td>$51,847</td>
</tr>
<tr>
<td>Assistant Librarian</td>
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Promotion Rates

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<tbody>
<tr>
<td>Assistant Professor</td>
<td>$6,615</td>
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<tr>
<td>Associate Professor</td>
<td>$8,269</td>
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<tr>
<td>Full Professor</td>
<td>$13,230</td>
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</table>

Promotion salary increases will be implemented during the first pay period in September.

8. Any faculty member or librarian whose salary is currently below the minimums effective on July 1 of this agreement, shall move to the new floor before the increase(s) provided in Section A. shall be applied

B. Merit Programs and Awards

1. College Merit

   a. Effective the first pay period of January, 2013, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B., 4., College Merit.
b. Effective the first pay period of January, 2014, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B., 4., College Merit.

2. Dean’s Merit

a. Effective the first pay period of January, 2013, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B., 5., Dean’s Merit.

b. Effective the first pay period of January, 2014, 50% of the 1.25% merit pool, as adjusted, shall be distributed to bargaining unit members in accordance with Article XIX, Section B., 5., Dean’s Merit.

3. Evaluation Deadlines

All Unit Members will be evaluated on the indicated schedule by their Department Chairperson (or Library Division Head, as the case may be) in accordance with the provision of this section and the Evaluation Article of the Agreement. A copy of the evaluations made by the Chairperson (and alternative evaluations and rebuttals if any) will be forwarded to the appropriate College Dean (or Director of Libraries, as the case may be) in accordance with the following deadlines.

<table>
<thead>
<tr>
<th>Unit member</th>
<th>Chairperson or Lib. Div. Head</th>
<th>Dean or Lib. Director</th>
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<tbody>
<tr>
<td>Vitae/Document</td>
<td>Deadline</td>
<td>Deadline</td>
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4. College Merit: Determination of Satisfactory or Unsatisfactory Performance

Each bargaining unit member who was employed in the Unit during the period under evaluation is expected to file a vita form with his/her Department Chairperson (or Library Division Head, as the case may be). Persons who fail to file a timely vita evaluation form shall NOT be evaluated under the above process, and any person who fails to so file shall be deemed to have opted for consequences identical to a formal finding of "Not Satisfactory," including the forfeiting of the College Merit Increment. [It shall be the responsibility of individuals on leave of absence or sabbatical who wish to qualify for the increment to arrange to file the form despite their absence; where the leave began prior to adoption of this Agreement, the Department Chair shall make a reasonable effort to notify the individual.] Because of the time of the adoption this Agreement, the deadline for the Unit member to file for the first evaluation period shall be announced at a later date.

The College Dean (or Director of Libraries, as the case may be) shall meet with the Chairperson of each Department immediately following receipt of all evaluations. The Dean and the Chairperson will review all evaluations submitted for each evaluation period. If the Dean believes a recommendation of "Not Satisfactory" is called for, he or she shall so indicate and then review the evaluation of the
individual in question with the Chair of the College Personnel Committee (or Library Personnel Committee, as the case may be). In the event that the chair of the College (or Library) Personnel Committee is the same person as the department chair/chair of the faculty, then a previously selected member of the College Personnel Committee shall participate in any non-satisfactory dean's recommendation. At the request of either, the Department Chair may be called in again to clarify matters in his/her evaluation, if necessary. If the Chair of the College Personnel Committee agrees with the Dean's recommendation of "Not Satisfactory," the individual in question will be deemed "Not Satisfactory." If the chair of the College Personnel Committee and the Dean cannot agree on such recommendation(s), they will ask another previously selected member of the College Personnel Committee to join them to make a recommendation by majority vote for such individual(s) concerning whom disagreement exists.

Department Chairs forward their personal vitae to their College Dean, Library Division Heads (or any Librarian reporting directly to the Director) shall forward their vitae to the Director of Libraries. The review process for Department Chairs and Library Division Heads shall be the same as that followed for other unit members, i.e. in the event a Dean believes a recommendation of "Not Satisfactory" is called for, the Chairperson of the College Personnel committee shall be called in to meet with the respective College Dean or the Director of Libraries.

The College Dean shall forward the names of all Unit members in their college or the library who received a "Not Satisfactory" recommendation or who failed to participate in each distinct evaluation-merit process to the Provost for Academic Affairs; these named individuals shall not receive a College Merit Award for that process. All others, i.e., those who received a "Satisfactory" recommendation, shall receive a College Merit Base Award. A copy of the list of those who will not receive a College Merit base increment award shall be available in Deans' Offices for examination by unit members and copies shall be sent automatically by each Dean to the MSP Official Designee and the MSP Chairperson. Once this process is completed, and the names of eligible unit members established, the College Merit Award in the amount of .625% of the unit member's salary shall be added to the base salary of such members effective as indicated herein.

The evaluation processes described above shall also be the basis for the awarding of Merit at the College and Department levels. College and Departmental programs are separate and individuals eligible and deemed "Satisfactory" under the College Merit Program may receive awards under programs in accordance with the provisions of each. There shall also be a separate supplemental professional development grant program at the University level.

5. Dean's Merit: Determination of Merit Awards

Funds accumulated each year under this provision shall be allocated to Colleges (including the Library) in that proportion which the total college unit payroll bears to the total campus unit payroll. After reviewing evaluations and meeting with Department Chairs (Division Heads) as described above, the College Dean (Director of Libraries) in his/her sole judgment shall award these funds to unit members in that college as Dean's Merit Awards. These awards shall be made in recognition of and/or to encourage outstanding achievement by unit members in teaching or service or research or any combination thereof during the evaluation period. Each award shall be added to the recipient’s base salary and shall not exceed $1000 per award cycle. The decision of the College Dean (Director of Libraries) may be
appealed by a unit member to the Provost, whose decision is final. The MSP will be notified of the amounts of College Merit and Dean’s Merit given to each unit member.

C. Professional Development Reimbursement Grants

The contract will guarantee funding for Professional Development Support as follows:
1) There will be an annual allocation of $400 for use in professional development by each tenure system faculty, clinical faculty member, lecturer and librarian for expenses;
2) There will be an additional annual allocation of $400 per faculty member to academic departments for professional development managed by the chair in consultation with an elected committee of three tenured faculty members, in response to brief proposed requests;
3) There will be a continuation of two competitive research grant pools -- one for $75,000 for tenured faculty, and one for $75,000 for pre-tenure faculty – allocated by the Vice Provost for Research after recommendations from a faculty committee appointed by the Provost;
4) Faculty who have accepted presentations/papers at primary national societies will be reimbursed for registration and travel expenses up to a minimum of $1,000;
5) Faculty who have accepted presentations/papers at recognized international and regional professional societies, may submit a request for reimbursement of registration and travel expenses up to a minimum of $1,000 to their chair, whose recommendation is forwarded to the Dean for final decision.

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

These Professional Development Reimbursement Grants are intended to fund professional travel, equipment, page publication charges, typing, duplicating, and other publication and research related costs; tuition expenses and/or associated travel expenses for Unit members seeking to improve their academic credentials in their present field or in a new field of importance to the University; off campus library use fees; dues for professional journals and/or society memberships; and other appropriate expenses acceptable under established practice and/or which contribute to professional development and/or meet other agreed upon professional and/or University needs. Equipment purchased through the University with Professional Development funds shall remain the property of the University.

D. University Merit-Equity

1. Reclassification: Equity / Merit Provisions

The parties agree that among University Faculty and Professional Librarians, the most significant normal mode of recognition of long run meritorious accomplishment is achievement of higher rank. Therefore, the parties agree to the following program of salary adjustment to insure that achievement of each higher rank coincides in equitable fashion with a minimum salary level, both initially and through time.

The University shall continue to fund initial promotion rank-merit increments such that the level of this funding shall be a specific flat amount of money for promotion to each of the various ranks and the average award for all types of promotions considered together shall be ten percent. In any year that resources do not permit immediate payment, the university shall have a debt against appropriate future
funds. Individuals shall receive either the promotion increment or shall be moved up to the appropriate established minimum for their new rank, whichever is the greater.

The University agrees that it shall continue to make promotions at all ranks (and under the "grandfather” clauses) over the life of this Agreement in an overall number which shall approximate the rate of promotions which has prevailed since the merger that created the University of Massachusetts Lowell. This obligation is undertaken to assure a reasonable number of promotions of tenured unit members and shall not be interpreted in any manner whatsoever to obligate the University to grant promotions which carry simultaneous tenure.

2. University Professional Development Program

Professional development being essential to the scholarly growth of the unit members, funds from the Chancellor of the University shall be awarded in the form of supplemental professional development grants as the Chancellor shall see fit to reward faculty (or librarian) accomplishment and/or in support of faculty (librarian) professional development objectives. In so doing, the Chancellor may consult with appropriate administration officials or faculty members.

3. University Salary Review Merit Recognition

Salary Review shall continue as a long run University Merit process that permits adjustment of an individual member's salary.

The parties agree that a joint committee will be appointed to study the current salary review process. The committee will issue a report at the start of the Spring semester, 2013, with recommended changes to the process, and the parties shall mutually determine whether to implement any of the recommended changes effective beginning the Academic Year 2013-2014.

a. Availability

(1) It shall be available in the following situations:

- Tenured unit members are eligible to apply if they will have held their rank within the unit for at least three academic years at the end of the semester during which the review process takes place.
- Non-tenured unit members may apply for salary review in any year during the period they are untenured at the University with the special restriction that in proceeding through the review process set forth below, persons not receiving a positive recommendation at any review level may not proceed to the next review level.

In all instances, individuals seeking review shall do so on the grounds that:

- the level of meritorious academic distinction they have achieved based upon their current and continuing level of achievement, and/or
- their career-long record of accomplishment, and/or
- their "personal market value" based upon the salaries paid for individuals of their level of accomplishment in their particular academic areas at comparable universities is not fully reflected in their salary rate and that therefore, an increase is warranted.
Achieving promotion is the recommended method of improving one's professional salary and academic position; consequently there shall be a strong presumption against salary review applications from contractually promotable individuals.

Since at the Full Professor rank, most applications shall claim a level of distinction, meritorious achievement and 'value' such as to justify an increase to a point beyond the target figure, (which is expected to be at or near the national average salary for Professors at all AAUP Category 1 Doctoral Institutions) the achievements of applicants shall be carefully evaluated in light of conditions, standards and salary rates at Universities across the nation.

All applications through category (1) are subject to the limitation on frequency of application noted below. Non tenured unit members are eligible to receive temporary salary increments only; temporary increments being received by untenured individuals who achieve promotion shall expire on the date the promotion becomes effective, even if they would not otherwise yet expire, unless this rule is waived by the Chancellor of the University in his sole discretion. Eligible individuals may apply for promotion and for salary review during the same review cycle; however, if the promotion application is successful salary adjustments under salary review normally shall not be granted.

(2) Temporary increment as part of starting salary for new hires.

The Chancellor may authorize a temporary increment along with a permanent salary as a part of a "salary package" for a new hire. The temporary increment may be renewed in the usual manner.

(3) Tenured or non tenured unit members regardless of rank who achieve the distinction of obtaining a terminal credential in a critical area where such credentials are generally recognized to be extremely scarce in comparison to the demand.

Such persons may apply on the grounds that the receipt of the credential has produced a sudden radical alteration in their individual professional situation.

(4) Persons who submit resignations because of salary inadequacy

Tenured or non tenured persons at any rank, who believe that their level of distinction, credentials, and accomplishment in their academic area (i.e., their personal "market value") is so out of line with their salary that they cannot wait for incremental adjustments through time and who submit with their application for review a legally binding letter of resignation effective at the end of the academic year and revocable only by mutual consent of the individual and the University, may apply. Persons applying under this category who are below their rank target figure and thus presumptively eligible for target program distributions, shall not waive eligibility for the immediate next such distribution as in category (1).
b. Salary Review Process

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

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

(2) Salary Review Panel

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

The panel recommendation shall go to the Chancellor who shall review it, and make his recommendation. If a panel fails to recommend an increment, it need not give reasons. If it does recommend an increment, it shall indicate
in a brief written statement what considerations led to its decision. The panel shall make systematic comparisons and sustain claims for salaries above the rank averages only when justified by broad regional or national practice. (Demonstration that some particular individual at the University of Massachusetts Lowell or elsewhere with arguably inferior qualifications is receiving a higher salary than the applicant shall not in and of itself justify augmenting the applicant’s salary). The panel shall also consider the actions of previous Salary Review Panels. It shall be permissible for the panel to arrange to confer with the Chancellor, or vice versa, but either the Chancellor or the panel may decline to participate in such conferences.

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

(3) Grievances

The MSP may grieve what it believes to be significant procedural violations only, for which procedural remedies only shall be appropriate. Decisions of lower level recommending authorities and decision of Salary Review panels shall not be grievable. Decisions by the Chancellor and the Board shall be exercises of academic judgment and grievable only to the extent the Agreement permits in such instances. (It is specifically understood that administrative judgments arising from the need to adjust awards to fit available funds are a form of academic judgment.)

c. Limitation on Application

A unit member who is granted a base increase adjustment may not apply for salary review for three academic years, starting with the year that the adjustment is made. There shall be no application restriction for those who are denied for Category a., (1). Category 1., (2), may be utilized only at the time of hire. Application under a., (3), may occur once for each critical credential at issue. Application under a., (4), may occur in any year when the conditions there set forth are met. In all instances, increments awarded are subject to available funds.

d. Salary Review Increases

A unit member may be awarded base salary increases that range from $2,000 to $15,000. Amounts required to exceed $15,000 may occur provided that the parties agree with a higher amount.

4. Teaching Excellence Awards

The University shall provide in each year of this agreement a sum equal to $1,000 for each Department consisting of less than twenty full-time faculty and $2,000 for each department consisting of twenty or more full-time faculty. Each Department will be responsible for determining the criteria and procedure for granting their respective awards with the understanding that the departments will include student evaluations within the criteria they set for making such determinations.

Each Department will grant teaching awards in the same manner. Recipients of teaching awards are not eligible for consideration the following year.
E. Salary Adjustments for Individuals on Leave and Temporary Part-Time Status

1. Individuals on Sabbatical Leave

Individuals who are on sabbatical leave during some part of an evaluation period which falls within the duration of this Agreement are entitled to share in all annual salary rate adjustments provided therein for which they would be eligible had they not been on sabbatical leave. Such members will be evaluated for their research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they were not on sabbatical leave. It is understood that actual salary adjustment payments will be in accordance with the established sabbatical leave payment.

2. Individuals on Leave Without Pay

a. Salary Rate Adjustments

Individuals on leave without pay shall have their annual salary rates adjusted according to the provisions of this Agreement as if they were continuously employed and not on leave. However, any such adjustments shall not become effective until an individual has been reinstated to the University payroll. Similar considerations shall apply to the placement payments under the reclassification program.

b. Merit Salary Rate Adjustments

Individuals on leave without pay during some part of an evaluation period which falls within the duration of this Agreement may be declared eligible for part or all of the merit salary annual rate adjustments provided therein if the leave activity is consonant with the purpose for which sabbatical leave may be granted. Declaration of such eligibility shall be at the sole discretion of the Chancellor.

If an individual is declared eligible for merit, he or she must be evaluated through the normal process for the appropriate evaluation period(s). Such an individual will be evaluated for his or her research, publication, and service achievements for the whole of the appropriate evaluation period and will be evaluated for his or her instructional effectiveness only during that portion of the evaluation period when he or she was not on leave.

In order to qualify for part or all of the merit provisions of this Agreement, an individual who has been on leave of absence without pay during part or all of an evaluation period herein prescribed must apply for merit consideration through the Provost for Academic Affairs to the Chancellor and must include with his or her application a summary of professional leave activities.

The decision of the Chancellor concerning merit eligibility for an individual on leave without pay is not subject to the grievance provisions of Article VIII of this Agreement, and accordingly, no grievance may be filed relative to such a decision.
3. Individuals Temporarily On Less Than Full Time

Individuals who are temporarily on less than full-time status as a result of a "buy-out" arrangement which has been approved under provisions of this Agreement for the exclusive purpose of pursuing scholarly activities funded by external agencies through the University of Massachusetts Lowell are entitled to share in all salary rate adjustments provided by this Agreement for which they would be eligible if they were on full-time status. Such members will be evaluated for their research, publication and service achievements for the whole of the appropriate evaluation period and will be evaluated for their instructional effectiveness only during that portion of the evaluation period when they teach. It is understood that the actual salary adjustments which are made for the period of less than full-time status will be in accordance with the individual's percent of reduction from full-time status.

Other unit members who are officially granted temporary part-time status shall collect pro-rated salary increases during the period of temporary part-time employment and shall be eligible to collect all full rate increases when full-time status is resumed. Where the period of part-time employment is part of an evaluation period for merit, it shall be treated as a partial leave of absence and the individual may be declared eligible for all or part of the merit increase under the terms of this Article.

F. Grievances

It is understood that all processes of: 1) Merit and Professional Development Awards; 2) University Salary Review Merit recommendations and awards except as specifically indicated above; 3) allocation of University Professional Development Program funds; 4) the Reclassification-Equity/Merit provisions; 5) Teaching Excellence Awards and 6) recommendations of the Salary Equity Study Committee are not subject to the Grievance Procedure of this Agreement.

No individual unit member may file a grievance related to any of the above six categories. However, in the case of an alleged failure to follow procedures of this Agreement which significantly affects an entire Department or College, or in the case of an alleged failure to follow procedures of this Agreement which significantly affects an individual adversely in a capricious manner, the MSP, through its Official Designee, may file or authorize filing of a limited grievance concerning procedure only, on behalf of a department or departments, a college or colleges, and/or an individual or individuals for which a procedural remedy only may be appropriate.