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August 8, 2005

Donna Sirutis  
Massachusetts Teachers Association  
20 Ashburton Place  
Boston, MA 02108

Re: Certain Agreements made in Connection with the Making of the Agreement  
between the Board of Higher Education and the Massachusetts Teachers  
Association/NEA for the Period from July 1, 2004, to June 30, 2007

Dear Donna:

I write on behalf of the Board of Higher Education as it acts by the Council of State College Presidents. I do so to record certain agreements that the parties to the Agreement I reference above (the "Agreement") have made in connection with their making and entering into the Agreement. Those agreements are the following:

1. Numbered clause 15 of Section A of Article VI of the Agreement shall be applied and interpreted as requiring a Department Chair to direct, to assign work and schedules to, to evaluate and otherwise to supervise clerical staff, laboratory technicians and other employees of the College who are not members of the bargaining unit and whom the College assigns from time to time to perform services, whether exclusively or not, within the department; provided only that clause 15 shall not be applied or interpreted as requiring a Department Chair to perform supervisory responsibilities of a kind different from those performed by Department Chairs as of May 31, 2004.

2. The parties' agreement that was predecessor to the Agreement (in this paragraph 2 and in the following paragraph 3, the "Predecessor Agreement") contained provisions that governed the terms and conditions of employment of persons employed as Campus School Teachers (as defined in the Predecessor Agreement) at Campus Schools (as defined in the Predecessor Agreement). The parties have removed all such provisions from the Agreement because for several years no State College has maintained a Campus School or employed a Campus School Teacher. Mindful of this, the parties have agreed that if, during the term of the Agreement, any State College shall employ a Campus School Teacher at any Campus School, the provisions of the Predecessor Agreement that governed the terms and conditions of employment of Campus School Teachers shall, subject to such agreements as the parties may hereafter make, govern the terms and conditions of employment of such Campus School Teacher.

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3. The Predecessor Agreement also contained provisions that governed the terms and conditions of employment of persons employed as Adjunct Instructors (as defined in the Predecessor Agreement) at the Massachusetts Maritime Academy. The parties have removed all such provisions from the Agreement because for several years the Massachusetts Maritime Academy has employed no Adjunct Instructors as members of its faculty. Mindful of this, the parties have agreed that if, during the terms of the Agreement, the Massachusetts Maritime Academy shall employ an Adjunct Instructor as a member of its faculty, the provisions of the Predecessor Agreement that governed the terms and conditions of employment of Adjunct Instructors shall, subject to such agreements as the parties may hereafter make, govern the terms and conditions of employment of such Adjunct Instructor; provided only that no Adjunct Instructor shall hold or be deemed to hold a tenure-track appointment, and no Adjunct Instructor shall be granted or be eligible to be granted tenure.

4. Any person who may be employed hereafter as a Campus School Teacher at any Campus School or as an Adjunct Instructor at the Massachusetts Maritime Academy shall thereby be (and while so employed remain) a member of the bargaining unit to which the Agreement is of application.

5. The Policy on Handling Anonymous Complaints that is annexed to this letter as its Appendix 1, together with the Memorandum of Agreement that the parties made on December 3, 1996, and that is appended to the Policy on Handling Anonymous Complaints, shall remain in force between the parties in accordance with its terms.

6. The agreements recorded in the preceding paragraphs 1 through 5 shall be enforceable pursuant to and in accordance with Article XI of the Agreement.

Please confirm the agreements I have recorded above by countersigning and returning to me the enclosed original copy of this letter.

Very truly yours,

Mark Peters

MP/dmb  
Enclosure

On behalf of the Massachusetts State College Association/MTA, I confirm the agreements recorded above.

\_\_\_\_\_  
Donna Sirutis

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