

ARTICLE VI - SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRS

The provisions of this Article VI shall be of no application to part-time members of the bargaining unit except as otherwise provided in Article I, Section F, Entitlement.

No person who is a member of the bargaining unit by reason of the fact that he or she holds a temporary appointment of the kind described in Section C(6) of Article XX shall be entitled to vote in any election conducted pursuant to the provisions of this Article VI.

A. RESPONSIBILITIES OF THE DEPARTMENT CHAIR

Each Department Chair shall exercise professional leadership in the department, shall conduct the routine operation of departmental affairs and shall take appropriate initiative in recommending the development of the curricular and resource requirements of the department. Where applicable, his/her responsibilities shall more specifically include but shall not be limited to the following:

1. in accordance with the other applicable provisions of this Agreement, providing for the scheduling of courses and classes, academic advising, independent and intra-departmental and interdisciplinary learning programs, student practica, field work and internships, faculty research, and other student and faculty activities within the department;
2. making recommendations regarding the extension or modification of the curriculum structure within the department to strengthen the College's programs and to endeavor to provide students with maximum accessibility to the College's offerings;
3. assisting in the conduct of periodic academic program reviews and outcome assessments to strengthen and update the curriculum;
4. assisting in the recruitment of faculty;
5. periodically submitting requests for supplies, equipment, library holdings and other needs of the department;
6. maintaining communication with students, prospective students and other faculty at the College relative to departmental matters;
7. assigning on a fair and equitable basis student advisees to members of the faculty of the department; operating and monitoring the advising program of the department to provide for the quality of such program and, where appropriate, its proper interaction with the advising program of the College;

and evaluating each faculty member in the department with respect to the quality of advising as it is rendered by him/her to students.

8. supervising members of the faculty in the department and conducting faculty evaluations;
9. advising faculty members of the receipt of any substantial complaint of a student or member of the faculty which the Chair believes may affect the employment status of the faculty member; and
10. seeking, where appropriate, to resolve informally complaints made against faculty and to resolve conflicts between a student and a faculty member or between one member of the faculty and another;
11. preparing annual and long-range academic and budgetary plans for the department;
12. maintaining an inventory of academic and instructional equipment assigned to the department and developing a long-range plan for the replacement of equipment;
13. meeting regularly with the Vice President and/or Dean or Deans and from time to time with members of the department and with the appropriate departmental committees in order to coordinate the interaction of departmental programs and activities with one another and with the programs and mission of the College and to facilitate the discharge of the responsibilities set forth above;
14. making recommendations concerning class sizes;
15. supervising clerical and other non-unit staff where appropriate; and
16. carrying out such other assignments as may be made from time to time by the Vice President.

The Department Chair shall meet regularly with the Vice President and/or any appropriate Dean or Deans and from time to time with the members of the department and the appropriate departmental committees to coordinate the interaction of the various programs, to discuss joint actions to improve educational effectiveness and, consistent with the terms of Section H below, to develop plans for modification and extension of the programs of the College, all in accordance with the terms of this Agreement. In addition, the Vice President and/or any appropriate Dean or Deans shall meet with the Department Chairs collectively at least twice during each semester and at such other times as he/she may deem necessary; provided only that the Vice President shall meet with the Department Chairs collectively on at least one such occasion.

Whenever any of the foregoing responsibilities must, in the determination of the Vice President, be performed during any period when the Department Chair is unable to or cannot be required to perform such responsibilities, such responsibilities may be discharged by the Vice President. In any such situation, the Vice President shall endeavor to notify or inform the Department Chair of responsibilities he/she deems it necessary to perform, and the Department Chair, if so notified or informed, may undertake to discharge such responsibilities.

B. SELECTION OF DEPARTMENT CHAIRS

Only members of the bargaining unit who are not on leaves of absence shall be eligible to vote in making recommendations pursuant to the provisions of this Section B.

1. Eligibility

Every Department Chair shall be a member of the bargaining unit.

Except in rare and unusual circumstances, no person shall be chosen to serve as a Department Chair who is not also a tenured faculty member or, in the alternative, a non-tenured associate or full professor; provided only that nothing herein contained shall operate to prohibit the appointment of any person to serve as chair pursuant to paragraph 3(c) of this Section B. For the purposes of this paragraph, a member of the bargaining unit shall be deemed to have tenure from and after the date on which the Board of Trustees of a College shall have acted to accord tenure to him or her even if the effective date thereof has not yet arrived.

2. Terms of Office

The terms of office of all Department Chairs shall be of three (3) years' duration. Every such term of office shall commence on July 1 and shall expire on the June 30 succeeding three (3) years thereafter.

In the event that the chair of any department shall have been vacated prior to the expiration of the incumbent's term of office therein, a successor shall be chosen, in accordance with the applicable provisions of this Article VI, to serve in such office for the duration of his or her predecessor's unexpired term; provided only that if such unexpired term is of no more than six (6) months' duration, the successor so chosen shall be chosen to serve both for such unexpired term and, unless another has already been chosen therefor, for the term next succeeding.

No person, including the incumbent on the date of execution of this Agreement, shall serve as the Chair of a department of five (5) or more members for more than three (3) successive three (3)-year terms; provided, however, that (a) any such incumbent may complete his or her then-current term of office, and (b) a Department Chair's service in office for the unexpired term of a predecessor shall not be deemed to be a term of office for purposes of this rule of limitation, if such unexpired term shall have been no more than one and one-half (1 1/2) calendar years in duration. Whenever any person shall have served as the Chair of a department for three (3) successive three (3)-year terms of office, he or she shall not be eligible to serve again as Chair of such department until three (3) academic years shall have elapsed from the expiration of the last such term of office. For the purposes of this paragraph the membership of a department shall be the number of full-time members on the department (excluding those on unpaid leaves of absence) on February 1 of the semester during which the procedures for selecting a Chair are to be conducted.

3. Procedures for Selecting a Department Chair

a. General

Whenever the term of office of any Department Chair is to expire on June 30 of any year, the procedures for filling the chair of such department with effect on the ensuing July 1 shall be conducted during the period commencing on February 1 of such year and ending on April 30 thereof; provided only that nothing herein contained shall be deemed to require that such procedures be completed within such period whenever, with respect to an appointment that is to be made pursuant to paragraph 3(c) of this Section B, it is impracticable or infeasible to do so.

A vacancy in the chair of any department shall be filled within ten (10) working days after the date on which, in respect of any department, any of the following shall have come to pass, namely:

- (1) The chair shall have been declared vacant by the President of the College, or
- (2) The chair shall have become vacant by reason of the recall of the incumbent Chair, or
- (3) The chair shall have become vacant by reason of the death, illness, resignation or other incapacity of the incumbent Chair.

Filling a Vacancy from Within the Department

The unit members of each department to which these provisions apply shall meet upon the call of the Vice President to select and submit in writing to the President the name of a single nominee for the chair of the department.

The Vice President shall submit to the Department Chair, the department members and the Chapter President a list of the members of the department who are eligible to vote. The Department Chair will provide department members who are eligible to vote not less than ten (10) days notice of the meeting.

Such meeting shall be held between the hours of 8:30 a.m. and 4:30 p.m. during the academic year. If a scheduling conflict occurs, the Vice President shall make an appropriate decision in order to allow the department member to attend the meeting.

A quorum shall consist of a majority of those members of the department eligible to vote. The nominee shall be elected by a majority of those department members present and voting, and the nomination shall thereupon be transmitted to the President.

Selection of such nominee shall be accomplished pursuant to departmental procedures established by the department, which procedures shall not be contrary to the terms and conditions of this Agreement.

Thereafter, the President shall, within ten (10) working days of his/her receipt of such nomination, either appoint or decline to appoint such nominee. Should the President decline to appoint such nominee, the department shall reconvene and select another nominee in accordance with the foregoing procedures. This process shall continue until the President of the College shall have appointed a nominee duly submitted.

Filling a Vacancy From Outside the Department

The President, after first consulting with the Chapter President, and upon a majority vote of the members of a department, may fill a vacancy in a chair by someone not then employed as a member of the faculty of that department. Upon notification by the President, the Vice President and the Chapter President shall convene a meeting of the members of the affected department at which the members of the department shall elect not fewer than two (2) among them who shall serve as the members of the Search Committee to recruit a candidate or candidates for the vacant position of Department Chair. The committee shall submit its recommendation to the Vice President.

A vacancy in a chair shall not be filled from outside the department unless the President shall have allocated or reallocated to and authorized the filling of a funded vacant faculty position in that department; provided, however, that such a vacant position shall have not been created by the retrenchment of any unit member.

During the period in which any search is being conducted, the responsibilities of the Department Chair shall be discharged, if applicable, by an acting Chair.

C. DECLARATION OF A VACANCY

The President of the College shall have the authority to declare that a vacancy exists in the chair of any department; provided, however, that prior to the exercise of such authority, the President shall notify, in writing, the members of the department and the Department Chair thereby affected of his/her reasons therefor.

D. APPOINTMENT OF AN ACTING CHAIR

The President may appoint an acting Chair to serve during any period when no Chair shall have been appointed in accordance with the provisions of this Article or when the Chair shall be on paid or unpaid leave, incapacitated or otherwise unable to fulfill his/her duties or upon the declaration of a vacancy or resignation; provided, however, that except in rare and unusual circumstances, no person shall be appointed as acting Chair who is not also a tenured faculty member or, in the alternative, a non-tenured associate or full professor, and such appointment shall not exceed twelve (12) months.

E. RECALL OF DEPARTMENT CHAIR

The recall of a Department Chair by department members is an unusual occurrence and such recall should be based upon extraordinary circumstances. The following procedures for the recall of a Department Chair by department members shall not be used until a Chair has served at least one (1) calendar year from the date of appointment, or until an acting Chair has served at least one (1) semester from the date of appointment; provided, however, that in the case of any acting Chair who has been appointed pursuant to the provisions of the foregoing Section D and who is serving in such capacity by reason of the President's having declined to appoint as Chair a nominee duly submitted to him/her pursuant to the provisions of the foregoing Section B, the following procedures for the recall of a Department Chair by department members may be used after such acting Chair shall have served in such capacity for a period of not fewer than ten (10) weeks during one (1) or more academic years.

Only members of the department who are not on leaves of absence shall be eligible to participate in the procedures depicted in this Section E.

4. Informal Procedure

Within five (5) working days of the receipt of a statement setting forth specific complaints signed by one third (1/3) of all full-time department members, the Chair shall meet to confer with all members of the department. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed statement.

If the complaints are not resolved to the satisfaction of one third (1/3) of the members in the department who are eligible to participate, the concerned members shall next meet informally with the Vice President to discuss the matter and obtain the Vice President's assistance in reaching an informal settlement of such complaints. Failing this, the department members may then proceed to the formal recall procedures hereinafter prescribed.

5. Formal Procedures

- b. Upon presentation to the Vice President of a petition, signed by one third (1/3) of the unit members of the department who are eligible to participate, excluding the Department Chair, stating specific reasons for recalling the Chair, the Vice President shall promptly give fourteen (14) days written notice to all department members setting forth the time, date and place of a meeting to consider the recall petition and to vote on either a motion that the Chair continue in office or a motion to recommend to the President that he/she declare a vacancy to exist in the chair. The Department Chair may be present at this meeting.

The Vice President and an impartial person from the faculty at large, who shall be elected by the majority of the eligible and voting unit members of the department, shall conduct the recall meeting, and, if the Vice President and the majority of such unit members of the department shall have so decided, shall conduct successor meetings for the same purpose. The Vice President and such impartial person from the faculty at large shall record any subsequent vote(s) taken within the department on this matter.

A vote by secret ballot of two thirds (2/3) of all unit members in the department who are eligible to participate, including the Department Chair, shall be required to recommend to the President that he/she declare a vacancy to exist in the chair, together with a written record of the minutes of such department meeting, and a record of the number of votes cast; when any such vote has been taken and recorded in the manner prescribed above, the President shall thereupon declare a vacancy to exist in the chair of the department.

F. REDUCTION OF WORKLOAD OF DEPARTMENT CHAIR

In order to permit a Department Chair to function effectively as a teacher and at the same time permit him/her to fulfill his/her administrative obligations, his/her

teaching load shall, upon request, at Colleges other than Framingham State College, be reduced as follows:

<u>Number of Faculty Members in the Department</u>	<u>Reduction Per Year (Semester hours of credit of instruction)</u>
3	3
4 to 8	6
9 to 12	9
13 to 19	12
20 to 25	15
26 or more	18

At Framingham State College the teaching workload of each Department Chair shall, upon request, be reduced as follows:

<u>Number of Faculty Members in the Department</u>	<u>Reduction Per Year</u>
3	one course
4 to 10	two courses
11 to 19	three courses
20 or more	four courses

At all Colleges Chairs of departments having three faculty members will be granted the reduction above in the academic semester during which the Department Chair is required to conduct faculty evaluations pursuant to the provisions of Article VIII of this Agreement.

At the discretion of the President, upon recommendation of the Vice President, and where circumstances so require, the workload of Department Chairs may be further reduced. For the purposes of this Section, the membership of a department shall be calculated by the number of equivalent full-time teaching members of such department (which phrase shall be deemed to include any full-time member of such department part of whose workload has been assumed pursuant to Article XII, Section D, of this Agreement and shall be deemed to exclude any full-time member of such department who is then on a leave of absence that is not to expire sooner than the expiration of the then-current semester) who are teaching on October 1 of the academic year preceding the academic year for which the reduction is granted. (Twelve semester hours of credit of instruction, when taught in any department by part-time members of the faculty, shall for these purposes be the equivalent of one (1) full-time teaching member of such department; and every full-time member of the faculty shall, for the purposes of this paragraph, be counted as a full-time member of his or her home department as that is defined by Article X, Section J, of this Agreement.)

Every reduction granted pursuant to the provisions of this Section is granted on the express understanding that the Department Chair to whom such reduction has been granted has undertaken to and will discharge those obligations and duties that are set forth in the other provisions of this Agreement and with the further express understanding that the President is charged with the responsibility for evaluating such Department Chair pursuant to Article VIII of this Agreement for the purpose, among others, of ascertaining whether such Department Chair is discharging such obligations and duties in accordance with the terms of this Agreement.

G. WORK YEAR AND STIPENDS FOR DEPARTMENT CHAIRS

6. Work Year

During a period cumulatively equal to ten (10) working days, exclusive of the period of the academic year, every Department Chair shall be annually required to perform such additional services related to the functions and activities of the College as may be prescribed from time to time by the President. The days during which such services are to be rendered shall be scheduled such that they fall within the first fifteen (15) days following the end of the academic year or the final fifteen (15) days prior to the commencement of the academic year or both, provided that the total number of days so scheduled shall not exceed ten (10). Such days shall be annually scheduled not later than April 15 of each academic year, and each Department Chair shall be notified of such schedule not later than such date. Such schedule may or may not be of uniform application to all Department Chairs at a College as the President may determine.

7. Stipends

In consideration of the foregoing, commencing with effect on January 1, 2005, every Department Chair shall be paid a stipend for each academic semester in an amount equal to One Thousand Six Hundred Fifty Dollars (\$1,650.00); provided, however, that any member of the bargaining unit who, in respect of any academic semester, shall serve as Department Chair for less than the whole thereof shall be paid a pro ration of such stipend for such academic semester.

The cost at each College of all stipends required to be paid to Department Chairs in each fiscal year pursuant to this Section G shall be paid from moneys other than those that are (a) pooled for the purpose of paying salary increases or bonuses to members of the bargaining unit pursuant to Article XIII of this Agreement or (b) pooled for the purpose of supporting professional development for members of the bargaining unit pursuant to Article XIV of this Agreement.

H. ESTABLISHMENT OF DEPARTMENTAL COMMITTEES

The Department Chair shall, within thirty (30) days after the date of execution of this Agreement, establish departmental committees as follows:

8. Departmental Undergraduate Curriculum Committee

A Departmental Undergraduate Curriculum Committee, the membership of which shall consist of the Department Chair and such other members of the department as shall be selected pursuant to departmental procedures. In addition, the membership of the committee shall include not fewer than two (2) students who are registered as majors within the department or, in the case of departments without such majors, students who are registered as minors within the department, or in the case of departments with neither such majors nor minors, students with a significant interest in the program of the department.

The departmental procedures that are used in selecting the membership of the committee shall be published in written form and made available to the members of the department.

The committee shall review and make recommendations concerning the undergraduate curriculum of the department.

The committee shall from time to time review the long-range educational objectives of the department as those may relate to its academic curriculum and to the goals and objectives of the College. The committee shall also make recommendations concerning the quality of student academic advising in the department and the manner of its most effective delivery to students, interdisciplinary cooperation, innovative instructional techniques, career opportunities for students, or such other related matters as the committee shall deem appropriate.

In respect of all of the foregoing matters, the committee shall consider such recommendations and proposals as the Vice President may from time to time submit to the committee. The Vice President may also meet with the committee from time to time to discuss matters of mutual concern.

The committee shall transmit its recommendations to the Department Chair, who shall transmit the committee's recommendation to the Vice President.

In considering and making its recommendations on the quality of academic advising in the department and its most effective delivery to students, the committee shall solicit recommendations and comments from those students who are advisees assigned to members of the department, and shall do so on the form attached hereto as Appendix H.

9. Departmental Graduate Committee

In those departments that sponsor graduate programs, a Departmental Graduate Committee, which shall consist of such members of the graduate faculty in each such department as shall be determined from time to time by the Department Chair after consultation with such faculty. The committee chair shall be selected by majority vote of the committee.

The Departmental Graduate Committee shall review and make recommendations concerning graduate curriculum, admissions, the criteria for appointment to membership on the graduate faculty and other related matters. From time to time the committee shall also review the long-range educational objectives of the department in relation to the department's graduate curriculum, and make recommendations concerning interdisciplinary cooperation, career opportunities for students, or such other matters as the committee shall deem appropriate.

The committee shall transmit its recommendations to the Department Chair, who shall transmit the committee's recommendation to the Graduate Dean.

10. Ad Hoc Committees

Departmental ad hoc committees may be established from time to time by the Department Chair for the consideration of academic and other matters.

11. Membership

Save as is provided in the foregoing Sections (1) and (2), the membership of departmental committees shall be established in accordance with departmental procedures, which procedures shall be published in written form and made available to the members of the department.

I. RECRUITMENT AND INTERVIEWING OF CANDIDATES FOR DEPARTMENTAL POSITIONS

Whenever a vacancy is to be filled within a department, members of the department shall assist in the recruitment and interviewing of candidates, provided that the filling of such vacancy shall have been duly authorized by the President. Such assistance shall be rendered pursuant to such procedures as may be established from time to time by the department, and shall be rendered upon the request of the Vice President or the Department Chair. Recommendations made by the members of the department, exclusive of the Department Chair, shall be transmitted to the Department Chair, who shall make such additional recommendations to the Vice President as he/she deems appropriate. Copies of the recommendation of the Chair shall be provided to the members of the department. Nothing in these provisions shall be deemed to abrogate or qualify

the right of the Department Chair to participate in the recruitment and interviewing of candidates.

No member of the bargaining unit shall serve on a search committee if to do so would constitute a conflict of interest or the appearance of a conflict of interest. No unit member, for example, shall serve on a search committee if his or her spouse or domestic partner is a candidate for the position.

The departmental procedures that are used in the recruitment and interviewing of candidates shall be published in written form and made available to the members of the department. All such procedures shall conform with the affirmative action/equal opportunity guidelines of the College and with other applicable policy.

The recruitment of part-time faculty shall be conducted by or under the supervision of the Department Chair.

The provisions of this Section I shall be of no application to any person who holds a professional position, and has academic rank and tenure, within the system of State Colleges on the date immediately prior to the date of his/her appointment, assignment or transfer to a position in a department unless such person shall have voluntarily applied for such position in accordance with the provisions of Section C(7) of Article XX of this Agreement.

J. PROGRAM AREAS

12. Academic Program Areas

Except as is specifically provided in this Section J, the provisions of this Article VI shall be of no application to any program area; and in the case of any program area that is not a subordinate unit within any department or departments, the President shall arrange for the discharge, by a member of the faculty in such program area or by such other person as the President may deem appropriate, of all those responsibilities, provided for in this Agreement, that would otherwise be those of a Department Chair.

At the discretion of the President, upon recommendation of the Vice President, and where circumstances so require, a reduction in the workload of any such program area chair may be granted.

13. Libraries

At any College which, on the first day of any academic year falling within the term of this Agreement, shall have in its employ six (6) or more librarians who are members of the bargaining unit, the Library shall (but subject, if applicable, to the provisions of Section D(1)(c)(i) of Appendix A of Article VII, and otherwise as the President shall have determined after consultation with the librarians) be constituted and be deemed to be a

program area. At any library so constituted, the President shall designate one among the librarians who are members of the bargaining unit to discharge, during such academic year, those responsibilities, including, without limitation, the conduct of evaluations, which are required by the provisions of Section A of this Article VI to be performed by a Department Chair and which are relevant and appropriate to the conduct of affairs within the library. The librarian so designated by the President shall be known as the Program Chair.

Upon the recommendation of the Vice President and where circumstances so require, the President shall grant a reduction in the workload of such Program Chair commensurate with the duties performed as Program Chair.

At such Colleges, the librarians shall review and make recommendations concerning policies applicable to the operation of the library after consultation with the Director of the Library, if any. Such recommendation shall be submitted in writing to the Director of the Library, if any, and the Vice President.

The members of such library program area shall consider such recommendations and suggestions as the Vice President, the Director of the Library or the Program Chair may from time to time submit for consideration.

Not less than once each semester the Vice President, the Director of the Library, if any, and the Program Chair shall meet and confer to facilitate the operation of the library, which the parties recognize to be an essential professional service and resource of the College.

At those Colleges at which there are fewer than six (6) professional librarians so employed on the first day of any academic year during the term of this Agreement, there shall be created a Library Policies Committee which shall consist at such College of all such librarians except the Director of the Library. The Committee shall elect a chair who shall convene their meetings and shall convey to the Vice President and the Director of the Library the recommendations and suggestions of the committee concerning policies applicable to the operation of the library, which the parties recognize to be an essential professional service and resource of the College.

**K. DEPARTMENTS OF NAVAL SCIENCE AND MEDICAL SERVICES,
MASSACHUSETTS MARITIME ACADEMY; ROTC PROGRAMS**

This Article VI shall be of no application to the Departments of Naval Science and Medical Services at the Massachusetts Maritime Academy and to any ROTC program at any State College.

L. APPLICATION OF CERTAIN PROVISIONS OF THIS ARTICLE TO PROGRAM CHAIRS

Any other provision of this Agreement to the contrary notwithstanding, the stipend payable pursuant to Section G(2) of this Article VI shall be payable, in accordance with the provisions of Section G(2), to all persons who from time to time hold the position of Program Area Chair at any State College; provided that such stipend may be paid in addition to a reduction of workload granted in accordance with Section J(1) of this Article VI or in lieu of such reduction; and provided further that such reduction in workload may, at the request of the Program Area Chair, be granted in lieu of such stipend.

M. WORKSHOPS

During the month of September or October of each year during the term of this Agreement, there shall be held at each College a workshop for Department Chairs at which will be discussed their roles and responsibilities as such. Representatives of the College, at its election, and representatives of the Association, at its election, shall be permitted to participate jointly in such workshop.