

ARTICLE VIII - EVALUATIONS

Evaluations are conducted for the purposes of making personnel decisions, encouraging and assessing professional and pedagogical experimentation, assisting members of the academic community in the improvement of performance, and programs.

No unit member may serve on his/her own evaluation committee. No member of the bargaining unit shall serve on an evaluation committee or otherwise participate in the conduct of an evaluation if to do so would constitute a conflict of interest or the appearance of a conflict of interest. No unit member, for example, shall participate in the evaluation of his or her spouse or domestic partner.

No written materials shall be used in the conduct of any evaluation pursuant to the provisions of this Article VIII except such materials as shall have been submitted at the commencement of such evaluation in accordance with the provisions of Section E(1) hereof. Every member of the bargaining unit who is the subject of any such evaluation shall be entitled to see and inspect all such materials.

All evaluations conducted pursuant to this Article shall be performed in accordance with the applicable academic personnel calendar attached hereto as Appendix M.

Incidental observations of any unit member shall not be used, in whole or in part, in any manner whatsoever, in conducting an evaluation pursuant to the provisions of this Agreement.

All members of the bargaining unit at each College shall be evaluated in accordance with the following provisions, subject where applicable, however, to the provisions of Article VIII-A.

Every provision of this Article VIII that is of application to full-time members of the faculty shall also be of application to part-time members of the faculty at the Massachusetts College of Art, and every provision of this Article VIII that is of application only to part-time members of the faculty shall be of such application only to part-time members of the faculty employed elsewhere than at the Massachusetts College of Art.

Regular evaluations shall be made of each member of the faculty and of each librarian, and, in accordance with the requirements of the other applicable provisions of this Agreement, a written record shall be kept of the substance of the evaluation. Every such evaluation shall be conducted in accordance with the provisions of this Article VIII.

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 VIII.

A. CRITERIA FOR EVALUATIONS

1. Criteria for the Evaluation of Full-Time Faculty

The following criteria shall be used in the evaluation of all full-time members of the faculty:

- a. i. teaching effectiveness, including pedagogical experimentation, as exhibited in lectures, seminars, internships, independent studies and other instructional settings;
- ii. academic advising, as prescribed in Section A(3) of Article XII;

i. continuing scholarship, including

contributions to the content of the discipline;

participation in or contributions to professional organizations and societies;

research as demonstrated by published or unpublished work (or, where applicable, artistic or other creative activities); and

work toward the terminal degree or relevant post-graduate study.

Nothing in this paragraph (b)(i) shall be deemed to require any member of the faculty to engage in all or in any particular one of the activities that constitute continuing scholarship; and no member of the bargaining unit shall be denied a personnel action by sole reason of his or her not having engaged in any one or another of such activities. In evaluating each member of the faculty it shall be the responsibility of those charged with doing so to assess the quality, significance and relevance of that faculty member's continuing scholarship.

other professional activities, which by way of example shall include such matters as public service, and contributions to the professional growth and development of the college community; and

such responsibilities, if any, as may be assumed by a faculty member in lieu of, in whole or in part, the normal faculty teaching workload in academic subject areas by serving as the Chair of any department or as the Chair of a program area pursuant to Article VI, by performing services in a counseling center, facility or program pursuant to Section A(3)(b) of Article XII, by discharging any alternate professional responsibilities pursuant to Section D of Article XII, and/or by undertaking any program of professional development pursuant to Article XIV.

In applying these criteria, regard shall be had to the fact that the State Colleges are primarily teaching institutions.

2. Criteria for the Evaluation of Part-Time Faculty

The following criteria shall be used in the evaluation of all part-time members of the faculty who are members of the bargaining unit:

- a. teaching effectiveness, including lectures, seminars, internships, independent study, and other instructional settings;
- b. academic advising of students whom they are assigned to teach;
and

the fulfillment of their obligations under the applicable provisions of Article XII.

3. Criteria for the Evaluation of Librarians

The following criteria shall be used in the evaluation of all librarians:

- a.
 - i. effectiveness in performing assigned responsibilities within the library;
 - ii. effectiveness in rendering assistance to students, faculty and the academic community;
- b.
 - i. continuing scholarship, including

contributions to the content and pedagogy of the discipline as evidenced by the participation in and contributions to the improvement and development of library programs or library services;

participation in or contributions to professional organizations and societies;

research as demonstrated by published or unpublished work; and

work toward the terminal degree or relevant post graduate study;

- ii. other professional activities, which by way of example shall include such matters as public service, and contributions to the professional growth and development of the college community; and
- iii. such responsibilities, if any, as may be assumed by a librarian in lieu of, in whole or in part, the normal librarian workload in library service areas, by serving as Library Program Area Chair, by discharging any alternate professional responsibilities pursuant to Section D of

Article XII and/or by undertaking any program of professional development pursuant to Article XIV.

Whenever a librarian teaches a credit course pursuant to the provisions of this Agreement, his or her teaching shall be evaluated pursuant to the provisions of this Article VIII that pertain to the evaluation of a faculty member's teaching.

In applying these criteria, regard shall be had to the fact that the State Colleges are primarily teaching institutions.

4. Application of the Criteria

The foregoing criteria are to be used as a measure with reference to each work year or years (or, in the case of part-time faculty, each semester or semesters) in respect of which an evaluation is being conducted. The overall evaluation of each member of the bargaining unit will be based upon his/her entire professional performance during each such year or years (or each such semester or semesters), and, in the conduct of any such evaluation, regard may properly be had to evaluations conducted in respect of any prior year or years (or any prior semester or semesters).

The basis for every evaluation shall be professional quality demonstrated with reference to each of the applicable criteria. Whenever any member of the bargaining unit is being evaluated as a candidate for promotion, such criteria shall be applied together with the requirements applicable to promotion to the rank for which such person is a candidate: it being the understanding of the parties that for promotion to each higher rank, a higher order of quality may properly be demanded. Whenever any member of the bargaining unit is being evaluated for tenure, such criteria shall be applied together with the applicable provisions of Articles IX and XX of this Agreement.

In cases where consideration shall be given to the performance of a member of the bargaining unit during any prior review period when evaluating the unit member's performance during the current review period, the then-applicable criteria as set forth in any predecessor agreement or agreements shall be applied only to the applicable review period or periods.

B. FREQUENCY OF EVALUATIONS

1. Full-Time Non-Tenured Members of the Bargaining Unit

Except as is provided in Section C(1)(a), every full-time, non-tenured member of the bargaining unit shall be evaluated annually.

2. Tenured Members of the Bargaining Unit

- b. Any tenured member of the bargaining unit who has signified that he/she wishes to be considered for promotion shall be evaluated during the academic year preceding the academic year in which such promotion, if granted, would first have effect.

Upon the recommendation of the Department Chair (or the Director, Library, or Library Program Area Chair, as may be appropriate), or the Vice President, the President may require any tenured member of the bargaining unit to be evaluated for the purpose of considering the taking of any other personnel action. In such case, the President shall provide the unit member with written notice of such determination and a statement of the reason(s) therefor. Such an evaluation may be conducted once during an academic year. The evaluation shall be conducted in accordance with the terms of the Agreement and shall be completed within sixty (60) days of such notice.

3. Part-Time Members of the Faculty

Every part-time member of the faculty shall be evaluated during the first semester of his/her employment as such and, thereafter, during (a) the fourth (4th) ensuing semester in which he or she teaches or (b) the semester in which he/she teaches the twentieth (20th) credit (at Framingham State College, the seventh (7th) course) following the semester in which the last evaluation was conducted: whichever first occurs. Nothing in this paragraph shall require the evaluation of a part-time faculty member more frequently than once in any academic year unless the Vice President shall require one or more frequent evaluations in the case of any individual part-time member of the faculty.

- C. PERIODS RELATED TO EVALUATIONS

1. Review Period

A review period is the period within which falls the performance that is the subject of an evaluation.

A review period shall not encompass any period that falls without the work year of the member of the bargaining unit being evaluated.

- c. In the case of any full-time member of the bargaining unit who is in the second year of his/her employment, the review period shall be that which commences on the date of his/her first employment and ends on the date of commencement of his/her evaluation during such year.

Any full-time member of the bargaining unit who is in the first year of his/her employment as such shall be evaluated for the first time pursuant to this Article VIII during the next academic year. The review period for that first evaluation shall be the review period described in the preceding paragraph and shall encompass

the period of his/her employment during the preceding academic year.

Nothing in this or any other provision of this Agreement shall prohibit any College from terminating, in accordance with this Agreement, any such unit member's employment during or at the end of his/her first year of employment regardless of the fact that no evaluation shall have been conducted during that year.

In the case of all other full-time members of the bargaining unit, the review period shall be that which encompasses all work years since the end of the last review period.

In the case of any part-time faculty member who is in the first semester of his/her employment as a member of the bargaining unit, the review period shall encompass that semester; but in the case of any other part-time faculty member, the review period shall be that which encompasses all semesters since the end of the last review period.

In the case of any member of the bargaining unit who is being evaluated for tenure, the review period shall encompass the entire period of full-time service that has been included in computing such member's eligibility to be considered for tenure.

In the case of any member of the bargaining unit who is being evaluated for promotion, the review period shall encompass the entire period of full-time service since the end of the review period that was considered with respect to his/her last promotion or, if there was none, since the date on which he/she commenced employment in his/her present rank.

Nothing herein contained shall prohibit consideration being given to the performance of a member of the bargaining unit during any prior review period when evaluating such member's performance during the most current review period.

2. Evaluation Period

An evaluation period is that period during which an evaluation is conducted. In the case of any faculty member who is not being considered for a personnel action, such period shall commence not sooner than the expiration of the review period and shall end not later than the date such evaluation is transmitted to the President.

In the case of any member of the bargaining unit who is being considered for a personnel action, the evaluation period shall commence not sooner than the expiration of the review period and shall end not later than the date on which the President submits or declines to submit recommendations to the Board of Trustees. Nothing in this provision shall be deemed to prohibit the extension of any such evaluation period in accordance with the provisions of Section C(1) of Article XI of this Agreement.

D. MATERIALS TO BE USED IN THE CONDUCT OF EVALUATIONS

The following materials shall be used in the conduct of evaluations. Any member of the bargaining unit who is the subject of any evaluation shall be entitled to see and inspect all written materials used in the conduct of such evaluation.

1. Materials to be Used in the Evaluation of Full-Time Members of the Faculty
 - d. Student Evaluations

The Conduct of Student Evaluations

Student evaluations shall be used giving due consideration to the number of courses and sections that were taught during the review period and for which student evaluations are available, as well as the number of students by which such evaluations have been made. Student evaluations should be used, to the extent possible, to discern the pattern or patterns evidenced with reference to teaching effectiveness; provided, however, that in the case of non-tenured faculty, nothing herein contained shall be deemed to prohibit the making of any recommendation or the taking of any personnel decision merely by reason of the short duration of any such faculty member's service at a College.

No student evaluation made pursuant to the provisions of this Article shall be published or conveyed to any person save in accordance with the provisions of this Article and of Article XVI.

The Department Chair shall annually obtain student evaluations of the classroom effectiveness and of the courses taught by each member of the faculty. Unless required by the faculty member, the Department Chair or the Vice President, student evaluations shall include one section of each type of course for all tenured members of the faculty. Student evaluations shall include all sections of each type of course for all non-tenured members of the faculty.

Student evaluations shall be conducted using either the Student Instructional Report II (SIR II), including any Instructor's Cover Sheet, as the same is published from time to time by the Educational Testing Service of Princeton, N.J., or, in the case of non-lecture courses, the student Instructional Rating Form for Non-Lecture Courses that is attached to this Agreement as its Appendix C-4. (Copies of the Instructor's Cover Sheet and the Student Instructional Report II as they are on the date of execution of this Agreement are annexed to it as its Appendices C-2 and C-3 respectively.)

All student evaluations shall be conducted in accordance with the procedures specified in Appendix C-1.

Prior to the conduct of student evaluations, each member of the faculty shall, for each course in respect of which such evaluations are to be conducted, prepare for submission with the completed student evaluations the Instructor's Cover Sheet (see Appendix C-2).

Notwithstanding any statement appearing on the Student Instructional Report II (see Appendix C-3), individual written student comments are prohibited on student evaluation forms. Any such individual comments made shall be disregarded.

Nothing in this subsection 1 shall be deemed to prohibit the use of student evaluation forms that have been rendered in a computer-readable (op-scan) format, nor shall it be deemed to prohibit the use of any compilation, whether by computer or otherwise, of summaries of student evaluations and the results thereof in respect of each faculty member; provided, however, that no faculty member shall be given any negative evaluation by sole reason of the fact that his/her student evaluations, as revealed by any such summary, are less favorable than those of some other member of his/her department; and provided further that no such summary shall be used pursuant to this Article VIII, for the purpose of comparing faculty members in one department with those in another.

Limitations

The absence of student evaluations from the evaluation record of any member of the bargaining unit for any period falling between July 1, 2003, and the date on which the provisions of this subsection 1(a) have effect shall not be considered, either positively or negatively, in the evaluation of his or her teaching effectiveness.

The provisions of section 4 of the Memorandum of Agreement that the Board of Higher Education and the Association made on the 17th day of July, 2000, shall remain of full force and effect in accordance with and subject to the provisions thereof.

[Summary: The relevant provisions of the memorandum of Agreement of July 17, 2000, are these:

it states at paragraph 4(b) that during the fall and spring semesters of academic year 1999-2000, no student evaluations were conducted pursuant to the agreement then in effect, and it records the parties' agreement that the absence of such student evaluations

is not to be considered, either positively or negatively, in the evaluation of a faculty member's teaching effectiveness;

it states at paragraph 4(c) that no student evaluations were to be conducted during the fall semester of academic year 2000-2001, and it records the parties' agreement that the absence of such student evaluations is not to be considered, either positively or negatively, in the evaluation of a faculty member's teaching effectiveness; and

it records at paragraph 4(d) the parties' agreement that, during and after the spring semester of the academic year 2000-2001, student evaluations were and are to be conducted using the forms that now appear as Appendices C-1, C-2, C-3 and C-4 of the 1995-1998 agreement of the parties, and that student evaluations conducted using those forms shall first be used in the evaluation of faculty during the fall semester of the academic year 2001-2002.]

Classroom Visitations

At least once each semester the Department Chair shall visit one section of each type of course taught by each full-time faculty member in the department for the purpose of evaluating the teaching effectiveness of such faculty member when he or she is being evaluated in accordance with the provisions of this Article. The Department Chair shall visit at least one section of each course taught by each first-year faculty member. Any faculty member may request that the Department Chair visit more frequently than is otherwise required by this paragraph. A record of each such visit shall be made on the form attached hereto as Appendix D-1(a).

At least once each semester the Department Chair shall conduct an electronic observance of one section of each course taught as a distance education course by each full-time faculty member in the department for the purpose of evaluating the teaching effectiveness of such faculty member when he or she is being evaluated in accordance with the provisions of this Article. Any faculty member may request that the Department Chair conduct more observations than is otherwise requested by this paragraph. A record of each such observation shall be made on the form attached hereto as Appendix D-1(b). For the purposes of this Article VIII and Article VIII-C, the phrase "classroom visitation" (including the words "classroom visit" and "visit") shall include any classroom observation conducted pursuant to this paragraph.

Prior to the conduct of any such visit, the faculty member shall meet, as appropriate, with the Department Chair, the members of the Peer Evaluation Committee, and the Vice President in order to provide them with a plan of the class to be observed and any materials intended to be used in the class.

Whenever the Peer Evaluation Committee is obligated to conduct an evaluation of a faculty member in accordance with the provisions of this Article, each member of the committee shall visit one course (but not necessarily the same course) that is taught by such faculty member for the purpose of evaluating his or her teaching effectiveness. Any faculty member may request that the committee visit one class in addition to those otherwise required to be visited by this paragraph, and in such event the committee shall decide who, if any, among its members (including all of its members) shall conduct such visit.

As soon as is practicable after the conduct of such visits, the Department Chair shall meet with each member of the faculty whose class or classes he or she has visited for the purpose of discussing his or her observations of the faculty member's performance in the classroom. During any semester in which its members visit any course or courses of a faculty member, and as soon as is practicable thereafter, the Peer Evaluation Committee shall meet with the faculty member for the purpose of discussing its observations of the faculty member's performance in the classroom.

Whenever he/she deems it appropriate, the Vice President may visit the class or classes of any faculty member for the purpose of evaluating his/her teaching effectiveness, if such faculty member is being evaluated in accordance with Section B(1), B(2)(a) or B(2)(b) of this Article. During any semester in which the Vice President visits any course or courses of a faculty member, and as soon as is practicable thereafter, he or she shall meet with the faculty member for the purpose of discussing his or her observations of the faculty member's performance in the classroom.

Continuing Scholarship, Professional Activities and Comprehensive Resume

Each full-time faculty member shall submit, on Appendix A-1, a description of his or her continuing scholarship, other professional activities and, when applicable, alternative responsibilities, together with appropriate supporting documentation. Each full-time faculty member shall also use and submit the resume form as set forth in Appendix B-1 and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

Additional Evaluation Reports

Where applicable, there shall be used any evaluation reports that pertain to the performance of other professional responsibilities of the kind referred to above at Section A(1)(b)(iii). This paragraph (d) shall be of no application in the case of any responsibilities discharged by any faculty member in his/her capacity as an officer of the Association or of the Massachusetts State College Association.

Course Documents

For each course taught by the faculty member during the review period, there shall be submitted by the faculty member a course outline, including a syllabus and, where used, a bibliography.

Interim Assessment by a Department Chair

Whenever any person shall cease, other than by reason of death or disability, to serve as Department Chair, he or she shall prepare and submit to his/her successor in office an assessment of each member of the faculty in the department whom his/her successor will be required to evaluate during the academic year in which his/her successor will first be required to conduct evaluations pursuant to this Article VIII. The person ceasing to serve as Department Chair shall do such assessment making use of all the materials that are otherwise permitted to be used in accordance with this Section D and that are then available with respect to the review period that will be the subject of the evaluation first required to be done by his/her successor. A copy of any such assessment shall, at the time it is done, be provided to the faculty member to whose performance it pertains.

Any Other Information or Materials Submitted by the Faculty Member, the Department Chair, and/or the Vice President

In addition to the foregoing, there shall be considered in the conduct of an evaluation any other relevant materials and validated information submitted by the faculty member being evaluated, by such faculty member's Department Chair, and/or by the Vice President. Such information and/or material shall include any written self-evaluation which may have been submitted by the faculty member.

Nothing in these provisions shall prohibit a faculty member from submitting for consideration as a part of his/her evaluation any relevant materials or validated information regarding professional activities undertaken by him/her during any period falling without

a work year since the last review period that was the subject of an evaluation.

2. Materials To Be used in the Evaluation of Part-Time Faculty

e. Student Evaluations

The Conduct of Student Evaluations

Student evaluations shall be used giving due consideration to the number of courses and sections that were taught during the review period and for which evaluations are available, as well as the number of students by which such evaluations have been made. Student evaluations should be used, to the extent possible, to discern the pattern or patterns evidence with reference to teaching effectiveness; provided, however, that nothing herein contained shall be deemed to prohibit the making of any recommendation or the taking of any personnel decision merely by reason of the short duration of any faculty member's service at a College.

No student evaluation made pursuant to the provisions of this Article shall be published or conveyed to any person save in accordance with the provisions of this Article and of Article XVI.

The Department Chair shall annually obtain student evaluations of the classroom effectiveness and of the courses taught by each part-time member of the faculty. Before the end of each academic semester, such evaluations shall be obtained in respect of every section taught by each such faculty member.

Student evaluations shall be conducted using either the Student Instructional Report II (SIR II), including any Instructor's Cover Sheet, as the same is published from time to time by the Educational Testing Service of Princeton, N.J., or, in the case of non-lecture courses, the Student Instructional Rating Form for Non-Lecture Courses that is attached to this Agreement as its Appendix C-4. (Copies of the Instructor's Cover Sheet and the Student Instructional Report II as they are on the date of execution of this Agreement are annexed to it as its Appendices C-2 and C-3 respectively.)

Prior to the conduct of student evaluations, each part-time member of the faculty shall, for each course in respect of which such evaluations are to be conducted, prepare for submission with the completed student evaluations the Instructor's Cover Sheet (see Appendix C-2).

Student evaluations shall be conducted in accordance with the procedures specified in Appendix C-1 and otherwise in accordance with the requirements of Section D(1) of this Article VIII.

Limitations

The absence of student evaluations from the evaluation record of any member of the bargaining unit for any period falling between July 1, 2003, and the date on which the provisions of this subsection 2(a) have effect shall not be considered, either positively or negatively, in the evaluation of his or her teaching effectiveness.

The provisions of section 4 of the Memorandum of Agreement that the Board of Higher Education and the Association made on the 17th day of July, 2000, shall remain of full force and effect in accordance with and subject to the provisions thereof.

[Summary: The relevant provisions of the memorandum of Agreement of July 17, 2000, are these:

it states at paragraph 4(b) that during the fall and spring semesters of academic year 1999 - 2000, no student evaluations were conducted pursuant to the agreement then in effect, and it records the parties' agreement that the absence of such student evaluations is not to be considered, either positively or negatively, in the evaluation of a faculty member's teaching effectiveness;

it states at paragraph 4(c) that no student evaluations were to be conducted during the fall semester of academic year 2000-2001, and it records the parties' agreement that the absence of such student evaluations is not to be considered, either positively or negatively, in the evaluation of a faculty member's teaching effectiveness; and

it records at paragraph 4(d) the parties' agreement that, during and after the spring semester of the academic year 2000-2001, student evaluations were and are to be conducted using the forms that now appear as Appendices C-1, C-2, C-3 and C4 of the 1995-1998 agreement of the parties, and that student evaluations conducted using those forms shall first be used in the evaluation of faculty during the fall semester of the academic year 2001-2002.]

Classroom Visitations

At least once in any semester during which a part-time member of the faculty is to be evaluated, the Department Chair shall visit one section of each course taught by such member of the faculty for the purpose of evaluating his/her teaching effectiveness. Any such faculty member may request that the Department Chair visit more frequently than is otherwise required by this paragraph.

Prior to the conduct of any such visit, the faculty member shall meet with the Department Chair in order to provide the Chair with a plan of the class to be observed and any materials intended to be used in the class.

Whenever he/she deems it appropriate, the Vice President may visit the class or classes of any part-time member of the faculty for the purpose of evaluating his/her teaching effectiveness.

A record of each such visit shall be made, as appropriate, on the form attached hereto as Appendix D-1(a) or D-1(b).

Comprehensive Resume

Each part-time faculty member shall use the resume form set forth in Appendix B-1 and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

Course Documents

For each course taught by the faculty member during the review period, there shall be submitted by the faculty member a course outline, including a syllabus and, where used, a bibliography.

Any Other Information or Materials Submitted by the Faculty Member, the Department Chair, and/or the Vice President

In addition to the foregoing, there shall be considered in the conduct of an evaluation any other relevant materials and validated information submitted by the faculty member being evaluated, by such faculty member's Department Chair, and/or by the Vice President. Such information and/or material shall include any written self-evaluation which may have been submitted by the faculty member.

Interim Assessment by a Department Chair

Whenever any person shall cease, other than by reason of death or disability, to serve as Department Chair, he or she shall prepare and submit to his/her successor in office an assessment of each member of the faculty in the department whom his/her successor will be required to evaluate during the academic year in which his/her successor will first be required to conduct evaluations pursuant to this Article VIII. The person ceasing to serve as Department Chair shall do such assessment making use of all the materials that are otherwise permitted to be used in accordance with this Section D and that are then available with respect to the review period that will be the subject of the evaluation first

required to be done by his/her successor. A copy of any such assessment shall, at the time it is done, be provided to the faculty member to whose performance it pertains.

3. Materials To Be Used in the Evaluation of Librarians

f. Direct Observation of the Librarian's Performance

There shall be used direct observation of the librarian's performance of his/her professional responsibilities, a record of which observation shall have been reduced to writing by the Director, Library, or the Library Program Area Chair, as may be appropriate, and filed in the Official Personnel File of such librarian, including any such reports of the librarian's performance as may be required to be submitted from time to time by persons supervising the librarian.

Continuing Scholarship, Professional Activities and Comprehensive Resume

Each librarian shall submit, on Appendix A-2, a description of his or her continuing scholarship, other professional activities and, when applicable, alternative responsibilities, together with appropriate supporting documentation. Each librarian shall also use and submit the resume form as set forth in Appendix B-1 and ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

Additional Evaluation Reports

Where applicable, there shall be used any evaluation reports that pertain to the performance of other professional responsibilities of the kind referred to above at Section A(3)(b)(iii), but only if such librarian shall have been granted a reduction in his/her regular workload in order to permit the assumption of such responsibilities.

Any Other Information or Materials Submitted by the Librarian, the Director, Library, or the Library Program Area Chair, as may be appropriate, and/or the Vice President

In addition to the foregoing, there shall be considered in the conduct of an evaluation any other relevant materials and validated information submitted by the librarian being evaluated, by the Director, Library, or the Library Program Area Chair, as may be appropriate, and/or the Vice President. Such materials may include any written self-evaluation submitted by the librarian.

Nothing in these provisions shall prohibit a librarian from submitting for consideration as part of his/her evaluation any

relevant materials or validated information regarding professional activities undertaken by him/her during any period falling without a work year since the last review period that was the subject of an evaluation.

E. PROCEDURES FOR THE CONDUCT OF EVALUATIONS

Every faculty member shall be evaluated in his/her home department as defined in Section J of Article X. In the case of any faculty member who teaches one (1) or more courses in any other department, his/her teaching effectiveness in respect of any such course shall be evaluated within the other department, which shall transmit such evaluation, together with the results of all student evaluations and any classroom visitation, to the Chair of such faculty member's home department.

1. Submission of Materials

g. Full-Time Faculty Members

Prior to the commencement of his/her evaluation, every full-time faculty member shall submit to his/her Department Chair all those materials that he/she intends should be considered in the conduct of his/her evaluation. Included among those materials shall be the faculty member's current comprehensive resume, course documents and other materials as required or permitted by Section D(1)(c), (e) and (g).

The materials described above in Section D(1)(a), (b), (d), (f) and (g) shall be secured or submitted by the Department Chair prior to the commencement of the evaluation.

Part-Time Faculty Members

Prior to the commencement of his/her evaluation, every part-time faculty member shall submit to his/her Department Chair all those materials that he/she intends should be considered in the conduct of his/her evaluation. Included among those materials shall be the faculty member's current comprehensive resume and course documents as required by Section D(2)(c), (d) and (e).

The materials described above in Section D(2)(a), (b), (e) and (f) shall be secured or submitted by the Department Chair prior to the commencement of the evaluation.

Librarians

Prior to the commencement of his/her evaluation, every librarian shall submit to the Director, Library, or the Library Program Area Chair, as may be appropriate, all those materials that he/she intends

should be considered in the conduct of his/her evaluation. Included among those materials shall be the librarian's current comprehensive resume and other materials as required or permitted by Section D(3)(b) and (d).

The materials described above in Section D(3)(a), (c) and (d) shall be secured or submitted by the Director, Library, or the Library Program Area Chair, as may be appropriate, prior to the commencement of the evaluation.

2. Preliminary Evaluation

h. Full-Time Faculty Members: Departmental Evaluation

Evaluation by the Departmental Peer Evaluation Committee

The Departmental Peer Evaluation Committee shall conduct an evaluation of each full-time member of the faculty who is required to be evaluated for reappointment or for promotion or (when requested to do so by the candidate) for tenure; provided only that the Peer Evaluation Committee shall, for reappointment, be required to evaluate a member of the faculty first granted a tenure-track appointment with effect on or after January 1, 2006, only when and if he or she is being evaluated for reappointment during the second and fourth years of such appointment. The committee shall conduct all such evaluations on the basis of the criteria set forth in subsection 1 of Section A using the form appearing in Appendix D-2(b). The committee shall conduct evaluations and shall make to the Department Chair a recommendation with respect to the personnel action for which the faculty member is a candidate.

The Department Chair shall transmit to the committee for these purposes a complete set of the documentary materials submitted pursuant to the preceding subsection 1. Any faculty member, upon request in writing to the committee, may examine any and all materials used by the committee pertaining to his/her evaluation; he/she shall also be entitled, upon a written request to the committee, to a conference with the committee to discuss its final recommendation.

After completion of its work, the committee shall transmit a copy of its evaluation and recommendation to the faculty member, who shall have the right to submit a written response thereto within ten (10) calendar days after its receipt by him/her.

Thereafter, the committee shall submit to the Department Chair the written report of its evaluation and recommendation, together with all written materials used in the evaluation and any written response submitted to it by the faculty member. Any comments recorded on the evaluation shall reflect the views of a majority of the Peer Evaluation Committee by which the evaluation has been conducted; such comments shall not reflect the view or views of any minority of members of such committee. Such report shall also set forth the names of the members of the Peer Evaluation Committee together with a record of the votes cast with respect to the committee's final recommendation. The committee's report, signed by its chair, shall state that the procedures herein prescribed have been complied with.

Evaluation by the Department Chair

The Department Chair shall thereafter conduct an evaluation of each full-time faculty member who is required to be evaluated and shall do so on the basis of the criteria set forth in subsection 1 of Section A using the form appearing in Appendix D-2(a).

The Department Chair shall conduct evaluations and, where applicable, shall make specific recommendations with respect to reappointment, non-reappointment, promotion, termination, or the granting of tenure.

Any faculty member, upon a request in writing to the Department Chair, may examine any and all materials used by the Chair pertaining to his/her evaluation; he/she shall also be entitled upon written request to the Department Chair to a conference with him/her to hear and discuss the Chair's final recommendation.

After completion of his/her work, the Department Chair shall transmit a copy of the written report of his/her evaluation and, where applicable, his/her recommendation to the faculty member, who shall have the right to submit a written response thereto within ten (10) calendar days after its receipt by him/her.

Thereafter, the Department Chair shall submit to the Vice President the written report of his/her evaluation and, where applicable, any recommendation, together with all written

materials used in the evaluation, including any written response submitted by the faculty member and the evaluation and recommendation of the Departmental Peer Evaluation Committee. This written report, signed by the Department Chair, shall state that the procedures herein prescribed have been complied with.

Part-Time Faculty Members: Evaluation by the Department Chair

The Department Chair shall conduct an evaluation of each part-time faculty member who is required to be evaluated and shall do so on the basis of the criteria set forth in subsection 2 of Section A using the form appearing in Appendix D-2(c).

Any such faculty member, upon a request in writing to the Department Chair, may examine any and all materials pertaining to his/her evaluation. After completion of his/her evaluation, the Department Chair shall transmit a copy thereof to the faculty member, who shall have the right to submit a written response thereto within ten (10) calendar days after its receipt by him/her. Thereafter, the Department Chair shall submit the written report of his/her evaluation, together with all written materials used in the evaluation and any written response submitted by the faculty member, to the Vice President. This report, signed by the Department Chair, shall state that the procedures herein prescribed have been complied with.

The Vice President shall thereafter take such action thereon as he/she shall deem appropriate.

Librarians

Evaluation by the Peer Evaluation Committee of the Library

The Peer Evaluation Committee of the library shall conduct an evaluation of each librarian who is required to be evaluated for reappointment or for promotion or (when requested to do so by the candidate) for tenure; provided only that the Peer Evaluation Committee shall, for reappointment, be required to evaluate a librarian first granted a tenure-track appointment with effect on or after January 1, 2006, only when and if he or she is being evaluated for reappointment during the second and fourth years of such appointment. The committee shall conduct all such evaluations on the basis of the criteria set forth in subsection 3 of Section A using the form appearing in Appendix E-1(b). The committee shall conduct evaluations and shall make to the Director, Library, or the Library Program Area Chair a

recommendation with respect to the personnel action for which the librarian is a candidate.

The Director, Library, or the Library Program Area Chair shall transmit to the committee for these purposes a complete set of the documentary materials submitted pursuant to the preceding subsection 1. Any librarian, upon request in writing to the committee, may examine any and all materials used by the committee pertaining to his/her evaluation; he/she shall also be entitled, upon a written request to the committee, to a conference with the committee to discuss its final recommendation.

After completion of its work, the committee shall transmit a copy of its evaluation and recommendation to the librarian, who shall have the right to submit a written response thereto within ten (10) calendar days after its receipt by him/her.

Thereafter, the committee shall submit to the Director, Library, or the Library Program Area Chair the written report of its evaluation and recommendation, together with all written materials used in the evaluation and any written response submitted to it by the librarian. Any comments recorded on the evaluation shall reflect the views of a majority of the Peer Evaluation Committee by which the evaluation has been conducted; such comments shall not reflect the view or views of any minority of members of such committee. Such report shall also set forth the names of the members of the Peer Evaluation Committee together with a record of the votes cast with respect to the committee's final recommendation. The committee's report, signed by its chair, shall state the procedures herein prescribed have been complied with.

Evaluation by the Director, Library, or the Library Program Area Chair

The Director, Library, or the Library Program Area Chair, as may be appropriate, shall conduct an evaluation of each librarian who is required to be evaluated and shall do so on the basis of the criteria set forth in subsection 3 of Section A using the form appearing in Appendix E-1(a).

The Director, Library, or the Library Program Area Chair, as may be appropriate, shall conduct evaluations, and, where applicable, shall make specific recommendations with respect to reappointment, non-reappointment, promotion, termination, or the granting of tenure.

Any librarian, upon a request in writing to the Director, Library, or the Library Program Area Chair, as may be appropriate, may examine any and all materials used in connection with his/her evaluation; he/she shall also be entitled upon written request to the Director, Library, or the Library Program Area Chair, as may be appropriate, to a conference with him/her to hear and discuss his/her final recommendation.

After completion of his/her work, the Director, Library, or the Library Program Area Chair, as may be appropriate, shall transmit a copy of the written report of his/her evaluation and, where applicable, any recommendation, to the librarian, who shall have the right to submit a written response thereto within ten (10) calendar days after its receipt by him/her.

Thereafter, the Director, Library, or the Library Program Area Chair, as may be appropriate, shall transmit the written report of his/her evaluation and, where applicable, any recommendation, together with any written response submitted by the librarian, directly to the Vice President. A cover letter signed by the Director, Library, or the Library Program Area Chair, as may be appropriate, stating that the procedures herein prescribed have been complied with shall accompany his/her report.

Evaluations of Candidates for Tenure by the Peer Evaluation Committee (Optional)

Whenever, within ten (10) days following his/her receipt of the report of the Department Chair or the Director, Library, or the Library Program Area Chair, as may be appropriate, any faculty member or librarian who is a candidate for tenure shall have made a request in writing to the Vice President, the Peer Evaluation Committee shall conduct an evaluation of such faculty member or librarian as a candidate for tenure.

The Department Chair or Director, Library, or the Library Program Area Chair, as may be appropriate, shall forthwith transmit to the Peer Evaluation Committee a copy of the written report of his/her evaluation and recommendation, together with all written materials used in the evaluation and any written response submitted by the faculty member or librarian. The committee shall thereupon meet to review the evaluation, recommendation, materials and response for the purpose of conducting its own evaluation. The committee's recommendation shall be made on the form attached hereto as Appendix D-2(b) or E-1(b).

Upon written request to the chair of the committee, the faculty member or librarian shall be entitled to meet with the committee to hear and discuss the committee's final recommendation.

After completion of its work, the Peer Evaluation Committee shall transmit a copy of the written report of its evaluation and recommendation to the faculty member or librarian, who shall have the right to submit a written response thereto within seven (7) calendar days after its receipt by him/her.

Thereafter, the chair of the Peer Evaluation Committee shall submit the written report of its evaluation, and, where applicable, any recommendation, together with all written materials used in the evaluation and any written response from the faculty member, directly to the Vice President. Any comments recorded on the evaluation shall reflect the view or views of a majority of the Peer Evaluation Committee by which the evaluation has been conducted; such comments shall not reflect the view or views of any minority of members of such committee. Such report shall also set forth the names of the members of the Peer Evaluation Committee together with a record of the votes cast with respect to the committee's final recommendation. A cover letter signed by the chair of the committee indicating that the procedures herein prescribed have been complied with shall accompany the committee's report.

3. Recommendations of the Vice President

The Vice President shall receive every evaluation and recommendation made by a Peer Evaluation Committee, Department Chair, Director, Library, or Library Program Area Chair, as may be appropriate, shall receive all materials used in the conduct of those evaluations and shall act on each as follows.

- i. Save where a recommendation pertains to a promotion or tenure, the Vice President shall make to the President his/her own recommendation thereon. In the case of every full-time non-tenured member of the bargaining unit, the Vice President shall recommend either reappointment or non-reappointment.

Where a recommendation pertains to promotion, the Vice President shall make to the President his/her own recommendation thereon only after he/she shall have first received the recommendation of the Committee on Promotions.

Where a recommendation pertains to tenure, the Vice President shall make to the President his/her own recommendation thereon only after he/she shall have first received the recommendation of the Committee on Tenure.

Whenever the Vice President shall be unable to participate in the evaluation of any candidate for tenure, whether by reason of any challenge of the kind described in subsection 2 of Section H of this Article VIII or otherwise, the President shall designate another administrator of the rank of vice president from among those administrators at the College whose duties are primarily academic in their nature to serve in the stead of the Vice President; and where no such administrator is available, the President shall designate a tenured professor at the College who shall serve in the stead of the Vice President.

Prior to making any recommendation to the President, the Vice President may consult with any appropriate Dean concerning the reappointment, promotion or grant of tenure to any faculty member.

A record of the Vice President's evaluation and recommendation shall be made using the form attached hereto as Appendix G.

Prior to its transmittal to the President, a copy of the Vice President's recommendation shall be transmitted to the faculty member or librarian, who may, within seven (7) days thereafter, submit a written reply which shall be attached thereto. The Vice President shall forward all such recommendations and evaluations to the President of the College. Included with each recommendation shall be a cover letter signifying that all procedures herein prescribed have been complied with.

4. Evaluations by the Committee on Promotions

Before making any recommendation pertaining to the promotion of any faculty member or librarian, the Vice President shall first transmit to the Committee on Promotions the recommendation made in that regard either by the Department Chair or by the Director, Library, or the Library Program Area Chair, as may be appropriate, and by the Peer Evaluation Committee, together with all materials used by them in making such recommendations. When doing so, the Vice President shall first determine whether each candidate for promotion is eligible therefor in accordance with the applicable provisions of Article XX, Sections B(1) and D, and shall inform the committee of his or her determination in that regard.

The Committee on Promotions shall thereafter make to the Vice President a recommendation in respect of each candidate for promotion and shall do so in accordance with the provisions of Section G of this Article VIII.

5. Evaluations by the Committee on Tenure

Before making any recommendation pertaining to a grant of tenure to any faculty member or librarian, the Vice President shall first transmit to the Committee on Tenure the recommendation made in that regard by the Department Chair, or by the Director, Library, or the Library Program

Area Chair, as may be appropriate, and by the Peer Evaluation Committee (if there shall have been one), together with all materials used by them in making such recommendations. The Committee on Tenure shall thereafter make to the Vice President a recommendation in respect of such candidate for tenure and shall do so in accordance with the provisions of Section H of this Article VIII.

6. The Role of the President of the College

With respect to the evaluation of any member of the bargaining unit, the President shall receive for his/her review all reports, recommendations, and materials submitted to him/her by the Vice President and take such action thereon as he/she may deem appropriate. Thereafter the President shall submit to the Board of Trustees his/her recommendation to reappoint, promote, award tenure or to terminate, as the case may be.

A copy of the record of such action, including any recommendation made by the President, shall be transmitted to the member of the bargaining unit and shall be included in his/her Official Personnel File.

7. The Role of the Board

During the term of this Agreement the Board of Trustees at each State College shall, upon the written recommendation of the President, exercise its authority and may determine whether to reappoint, terminate, promote, or award tenure to unit members so recommended. The written recommendation of the President shall contain a comprehensive statement of his/her reasons therefor; provided, however, that when making any recommendation to the Board the President shall state whether such recommendation is supported or opposed by each person or body acting pursuant to this Article VIII. In any case where the Board shall not have accepted such recommendation of the President, it shall set forth in writing its reasons therefor, fully and completely. Subject to the terms of this Agreement and in strict compliance therewith, the Board or the President as its designee may reappoint unit members.

F. EVALUATION OF DEPARTMENT CHAIRS

1. Departmental Evaluation

j. Evaluation of Department Chairs in their Capacity as Members of the Faculty

In his/her capacity as a member of the faculty, each Department Chair shall be evaluated in accordance with the provisions of the foregoing Section E; provided, however, that the sole preliminary evaluation required to be conducted pursuant to Section 2(a) of Section E shall be conducted pursuant to clause (i) thereof.

Evaluations of Department Chairs in their Capacity as Department Chairs

The performance of each Department Chair in his/her capacity as such shall be evaluated by the Departmental Peer Evaluation Committee during the second and third years of his or her first term and during the third year of any subsequent consecutive terms.

The committee shall evaluate the Department Chair's performance of the duties and responsibilities set forth in Section A of Article VI of this Agreement and shall do so using the form appearing in Appendix D-4. In conducting such evaluation, the Committee shall solicit evaluations from other members of the department regarding the Department Chair's performance of his/her duties as Department Chair.

2. Evaluations Transmitted to the Vice President

Every evaluation conducted pursuant to the foregoing subsection 1 shall be transmitted to the Vice President.

G. EVALUATION BY THE COMMITTEE ON PROMOTIONS

1. Role of the Committee on Promotions

The Committee on Promotions shall consider the recommendations and all related materials that pertain to each member of the bargaining unit who is a candidate for promotion and shall thereafter make in writing to the Vice President its recommendation either supporting or declining to support such promotion. In each case the committee's report shall, as required by Section I(2) or I(3) of this Article VIII, contain a statement of the reasons in support of its recommendation. The chair of the committee shall sign the committee's report and shall include therein or in a letter of transmittal a statement certifying that the procedures prescribed herein have been complied with.

If the Vice President shall have determined thereafter that he/she intends to make, in respect of the promotion of any candidate therefor, a recommendation contrary to that made by the Committee on Promotions, he/she shall so notify the committee. The Vice President and the committee shall then meet and consult concerning each such contrary recommendation. Promptly thereafter the Committee on Promotions shall

submit to the Vice President a statement of its final recommendation concerning any candidate whose promotion was the subject of such consultation. Nothing in this paragraph shall be deemed to prohibit the Vice President and the committee from meeting at any time before or after the committee shall have submitted its recommendation to the Vice President.

In considering a candidate for promotion, the Committee on Promotions may request that the Vice President make available to it any and all evaluations of the candidate completed during the applicable review period as defined in Section C of this Article.

2. Composition of the Committee on Promotions

There shall be constituted at each College a Committee on Promotions, which shall be composed of seven (7) tenured members of the bargaining unit, all of whom shall be from among the Associate Professors, Professors, Associate Librarians, Librarians and Senior Librarians at such College; provided only that at the Massachusetts Maritime Academy, the Committee on Promotions shall be composed of five (5) such members of the bargaining unit. All such members shall be elected at large by and from among the members of the bargaining unit in elections conducted for that purpose under the auspices of the Association; no member of the bargaining unit shall be entitled to participate in such election while on a leave of absence. No more than one (1) member shall be elected from any one academic department. No Department Chair shall be eligible to serve on the committee, and no person serving as a member thereof shall be eligible to be considered for promotion during any period of such service.

The term of office of each member shall be for two (2) years commencing with the date of his/her first election; and if any member leaves office prior to the expiration of his or her term, the vacancy so created shall be filled for the balance of the departing member's term.

H. EVALUATION BY THE COMMITTEE ON TENURE

1. Role of the Committee on Tenure

The Committee on Tenure shall consider the recommendations and all related materials that pertain to the member of the bargaining unit who is a candidate for tenure. The chair of the committee shall schedule the necessary meetings of the committee. Each candidate for tenure shall be invited by the chair of the committee to meet with the committee during some part of its evaluation of the candidate. The meetings of the committee shall not be recorded by audio or video tape.

Upon a request in writing to the committee, the candidate for tenure may examine any written materials used by the committee in evaluating

him/her. The candidate shall be allowed to submit to the committee, within seven (7) days after his/her meeting with the committee, any additional information relating to his/her evaluation.

The Vice President shall be responsible for the maintenance of a tenure evaluation file for the candidate being considered by the Committee on Tenure, which shall include all written materials submitted to the committee. He/she shall also appoint a non-voting secretary, who shall keep minutes and record the bases for the recommendations of the committee, including any minority recommendations of the committee, and a record of the vote of the committee. It shall not be permitted, however, that any meeting of the committee be tape recorded. The secretary of the committee shall, within seven (7) days following each committee meeting, submit to each member thereof the foregoing minutes and record. Each member of the committee shall, within five (5) days of the receipt of such minutes and record, certify that it constitutes a true and accurate minutes and record and, if not, he/she shall sign it nevertheless, but shall file therewith a written statement of his/her objections thereto with the secretary of the committee. The signed minutes, together with any objections thereto, and the record of the vote of the committee shall become a part of the tenure evaluation file of the candidate for tenure.

Failure of any member of the committee to sign such minutes and record or to file a written statement of his/her objection, if any, shall not impair the work of the Committee on Tenure, but shall disqualify him/her from participation in any proceeding arising under the terms of this Agreement, or in any court of competent jurisdiction.

Upon the conclusion of its deliberations, the committee shall make in writing to the Vice President its recommendation either supporting or declining to support such grant of tenure. The committee's report in each case shall contain a record of the votes cast for and against its recommendation and a statement of the reasons in support of its recommendation. The chair of the committee shall sign the committee's report and shall include therein or in a letter of transmittal a statement certifying that the procedures prescribed herein have been complied with. At the same time a copy of such recommendation shall be sent to the candidate by certified mail, return receipt requested. Within seven (7) days of such mailing, the candidate for tenure may submit to the Vice President a written response to the recommendation of the committee, which response, if any, shall be promptly transmitted to the Vice President.

2. Composition of the Committee on Tenure

The Committee on Tenure shall be constituted as follows:

- k. At each of Bridgewater, Fitchburg, Framingham, Salem, Westfield and Worcester State Colleges, there shall be constituted a Committee on Tenure composed of the following persons:

four (4) tenured members of the bargaining unit, all of whom shall be from among the Assistant Professors, Associate Professors, Professors, Assistant Librarians, Associate Librarians, Librarians and Senior Librarians at each College; and

in the case of each candidate for tenure, one (1) person elected by and from among the tenured members of the candidate's department or, in the case of a librarian, elected by and from among the tenured librarians.

At each of the Massachusetts College of Art, the Massachusetts College of Liberal Arts, and the Massachusetts Maritime Academy, there shall be constituted a Committee on Tenure composed of the following persons:

two (2) tenured members of the bargaining unit, both of whom shall be from among the Assistant Professors, Associate Professors, Professors, Assistant Librarians, Associate Librarians, Librarians, and Senior Librarians at each College; and

in the case of each candidate for tenure, one (1) person elected by and from among the tenured members of the candidate's department or, in the case of a librarian, elected by and from among the tenured librarians.

The Department Chair of any faculty member who is a candidate for tenure shall serve as a consultant to the Committee on Tenure in respect of such faculty member's candidacy for tenure. The members identified in clauses (a)(i) and (b)(i) of the first paragraph of this subsection 2 shall be elected at large at each College by and from among the members of the bargaining unit in elections conducted for that purpose under the auspices of the Association; no member of the bargaining unit shall be entitled to participate in such election while on a leave of absence. No more than one (1) such member shall be elected from any one academic department. No Department Chair shall be eligible to serve on the committee, but no Department Chair shall be hereby disqualified from serving as a consultant to the committee.

The term of office of each of the members identified in clauses (a)(i) and (b)(i) of the first paragraph of this section 2 shall be for

two years commencing with the date of his or her first election; provided only that in the case of the first such election to fill vacancies on the committee, which election shall be held on or before September 30, 2005, the terms of office of each such vacant position shall be fixed in advance by the Chapter President at either one year or two years for the purpose of staggering the terms of such members of the committee on a ratio of one (1) to one (1).

One of the members identified in clauses (a)(i) and (b)(i) of the first paragraph of this subsection 2 shall be annually elected by the members of the committee to serve as its chair.

Whenever, on the basis of bias or prejudice, any candidate for tenure shall have objected to or otherwise challenged the membership on the committee of any person who is to serve thereon pursuant to the foregoing provisions, he/she shall do so by fully stating his/her reasons therefor in writing to the President, who shall thereupon review the allegations and make inquiry regarding them, and who shall thereafter make such final and binding decisions as he/she deems appropriate; every such decision shall be made in writing.

At the request of the President or the candidate for tenure or upon the independent determination of the committee, the committee shall employ as a consultant and member of the committee a tenured person in the same academic discipline at another four-year institution of higher learning; provided, however, that the person to be so employed shall in every event be selected by the committee and shall have no prior direct personal or professional relationship with the candidate for tenure.

Each of the persons serving as members of any committee on tenure constituted pursuant to this Section H may, but is not obligated to, visit a classroom or classrooms of the person whose candidacy for tenure the committee is charged with evaluating.

I. BASIS FOR PERSONNEL ACTIONS

1. It shall be the responsibility of any member of the bargaining unit who is a candidate for reappointment, promotion or tenure to verify and demonstrate that he/she has fulfilled the criteria that pertain to the personnel action for which he/she is a candidate.
2. If any person or body recommends that any member of the bargaining unit be promoted, reappointed or granted tenure, he/she or it shall, when transmitting such recommendation to the person or body next required to act thereon, also transmit to such person or body a written statement setting forth

clear and convincing reasons in support of such recommendation, a copy of which shall be sent to the unit member.

3. If any person or body recommends that any member of the bargaining unit not be promoted, reappointed or granted tenure, he/she or it shall, when transmitting such recommendation to the person or body next required to act thereon, also transmit to such person or body a written statement setting forth fully and completely the reasons therefor, a copy of which shall be sent to the unit member.
4. The provisions of subsection (2) shall not apply to recommendations concerning any personnel actions other than those to which such subsection is of express application.

J. MISCELLANEOUS PROVISIONS

1. All recommendations for personnel actions regarding promotions and tenure shall be forwarded to the Vice President whether or not they support or oppose such actions.
2. A person shall not be eligible for promotion unless he/she has been recommended therefor by either the Vice President and/or by the Committee on Promotions.
3. A person shall not be eligible for tenure unless he/she shall have been recommended therefor by the Department Chair, or by the Director, Library, or Library Program Area Chair, as may be appropriate, or by the Vice President and/or by the Committee on Tenure.

K. EVALUATION FORMS

All evaluations conducted during any academic year commencing after May 31, 2005, shall be conducted using the forms contained in Appendices C through G of this Agreement.

L. LEAVES OF ABSENCE AS THEY AFFECT ELIGIBILITY FOR PROMOTION

Members of the bargaining unit on leaves of absence shall not be eligible for promotion during the period of any such leave except in accordance with the provisions of this Section L.

1. Leaves of Absence Occurring During any Applicable Review Period

1. Sabbatical Leaves

Whenever any member of the bargaining unit was on a sabbatical leave during the whole or any part of any review period that is the subject of an evaluation, there shall be included as a part of the

materials to be considered in the conduct of such evaluation any and all information, whether submitted by such member of the bargaining unit or otherwise, necessary and pertinent to a complete assessment of the work performed by him/her in the fulfillment of the purposes for which such sabbatical leave was granted. Those persons conducting such evaluation shall have regard to and shall evaluate the quality of such work.

Other Leaves of Absence

Whenever any member of the bargaining unit was on any leave of absence, other than a sabbatical leave, during any review period that would be the subject of an evaluation conducted for the purpose of considering such member's candidacy for promotion, he/she may be considered and evaluated for such promotion, only if he/she shall have rendered services at a College, pursuant to this Agreement or the predecessor thereto, during at least one full academic year that falls within such review period. As a part of the materials to be considered in the conduct of any such evaluation, there may be included any information that is submitted by the member of the bargaining unit and that is necessary and pertinent to a complete assessment of any professional accomplishments achieved by such member during such leave; provided, however, that no work performed by any member of the bargaining unit while in the employ of any person other than a Board of Trustees shall be so considered without the prior approval of the Board.

2. Leaves of Absence Occurring During any Period in Which an Evaluation is to be Conducted

Any member of the bargaining unit who is on any leave of absence, including any sabbatical leave, during the whole or any part of the period during which any evaluation would be conducted if such member were a candidate for promotion, may elect to be considered and may be evaluated for such promotion, notwithstanding the fact that he/she is on leave during the whole or any part of such period. No evaluation conducted in respect of any member of the bargaining unit who has made such election shall be deemed to be defective or incomplete by reason of the fact that such member has done the following:

- i. failed or been unable to respond, in writing or otherwise, to any such evaluation in the manner permitted by any provision of this Article VIII;

failed or been unable to meet with any person or persons conducting such evaluation in the manner permitted by any provision of this Article VIII;

failed or been unable to provide any materials that might properly have been considered during the conduct of any such evaluation in accordance with any applicable provision of this Article VIII;

failed or been unable to initiate any procedure permitted by any applicable provision of this Article VIII; or

failed or been unable in any other manner to participate in the conduct of such evaluation to the extent permitted by any provision of this Article VIII.

3. General Provisions

Any unit member who shall be on leave during the period in which he/she would otherwise be required to be evaluated pursuant to the provisions of this Article, (including the provisions of Section B(2)(b)), shall be so evaluated during the semester next following such leave. No member of the bargaining unit shall be required to be evaluated during any period in which he/she is absent from the College on leave.

M. EFFECTIVENESS OF PRIOR EVALUATIONS

The provisions of this Article VIII shall be of no application to any evaluation commenced, in respect of any academic year, prior to the date of execution of this Agreement, it being the understanding of the parties that any such evaluation shall be completed in accordance with such practices and procedures as were in effect on the date immediately prior to the date of execution of this Agreement.

Nothing contained in this Article shall be deemed to affect the validity of any evaluation commenced or completed prior to the date of execution of this Agreement or be deemed to affect the validity of any personnel action taken, in whole or in part on the basis of or with reference to, any such evaluation.

N. ESTABLISHMENT OF DEPARTMENTAL PEER EVALUATION COMMITTEES

On or before September 30, 2004, and annually thereafter on a date no later than September 30 of each academic year, each department and each library shall elect two (2) tenured members thereof who shall serve, until their successors are chosen in like fashion, as members of its Peer Evaluation Committee. Whenever the committee is required to evaluate any member of either the department or the library as a candidate for reappointment, promotion or tenure (or is required to evaluate the Department Chair as such), the candidate therefor (or the department Chair when being evaluated as such) shall select a tenured member of either the department or a cognate department or of the library to serve as the third member of the committee; provided only that the failure or refusal of any such candidate for reappointment, promotion or tenure to select a person to serve as the third member of the committee shall not disable the committee from discharging its responsibilities.

Whenever, by reason of the size of any department or the absence therefrom on leave of any of its members, it shall not be possible to select any or both of the two (2) members required to be selected therefrom, such member or members shall be selected from a cognate department or departments in accordance with the procedures described in the preceding paragraph.

O. SPECIAL PERFORMANCE REVIEWS

On or before May 31, 2005, on or before July 1, 2005, and, again, on or before May 31, 2006, the Department Chair, the Director, Library, or the Library Program Area Chair, shall certify to the Vice President on the form attached hereto as Appendix D-5 all of those members of the bargaining unit whose performance has been satisfactory, in the first two instances, during the work year falling within fiscal year 2005 and, in the second, during the work year falling within fiscal year 2006; provided only that the obligation so to certify the performance of any member of the bargaining unit who is a Department Chair or Library Program Area Chair shall be assumed by the Peer Evaluation Committee within the appropriate department or the library.

P. SALEM STATE COLLEGE/SCHOOL OF SOCIAL WORK

The provisions of the Agreement which are modified by this Section P shall be of application as follows only to faculty members who are employed in the School of Social Work at Salem State College.

1. Whenever any such faculty member is a candidate for tenure, he or she shall be evaluated by a Peer Evaluation Committee, which committee shall be constituted pursuant to Section N of this Article VIII and shall conduct its evaluation pursuant to the provisions of Section E(2)(d) without its being required that such faculty member make any election in that regard.
2. There shall be considered in every evaluation of any such faculty member any relevant materials, validated information or recommendations submitted by the Dean/Director of the School. Such materials, information or recommendations so submitted shall be in addition to any other information or materials submitted by the faculty member, the Department Chair, the Peer Evaluation Committee, and/or the Vice President, pursuant to the provisions of Article VIII, Section D(1)(g), of the Agreement.
3. Nothing contained in this Section P shall be deemed to affect the validity of any evaluation commenced or completed prior to the date of the execution of this Agreement or be deemed to affect the validity of any personnel action taken, in whole or in part, on the basis of or with reference to any such evaluation; it being the understanding of the parties that any such evaluation shall be completed in accordance with such practices and procedures as were in effect on the date immediately prior to the date of execution of this Agreement.

Q. BRIDGEWATER STATE COLLEGE MASTER OF SOCIAL WORK PROGRAM

The provisions of the Agreement that are modified by this Section Q shall be of application as follows only to faculty members who are employed in the Master of Social Work Program at Bridgewater State College.

1. Whenever any such faculty member is a candidate for tenure, he or she shall be evaluated by a Peer Evaluation Committee, which committee shall be constituted pursuant to Section N of this Article VIII and shall conduct its evaluation pursuant to the provisions of Section E(2)(d) thereof without its being required that such faculty member make any election in that regard.
2. There shall be considered in every evaluation of any such faculty member any relevant materials, validated information or recommendations submitted by the Director of the Master of Social Work Program. Such materials, information or recommendations so submitted shall be in addition to any other information or materials submitted by the faculty member, the Department Chair, the Peer Evaluation Committee, and/or the Vice President pursuant to the provisions of Article VIII, Section D(1)(g), of the Agreement.
3. Nothing contained in this Section Q shall be deemed to affect the validity of any evaluation commenced or completed prior to the date of execution of this Agreement or be deemed to affect the validity of any personnel action taken, in whole or in part, on the basis of or with reference to any such evaluation; it being the understanding of the parties that any such evaluation shall be completed in accordance with such practices and procedures as were in effect on the date immediately prior to the date of execution of this Agreement.

R. WESTFIELD STATE COLLEGE PROGRAM IN SOCIAL WORK

The applicable provisions of the Agreement which are modified by this Section R shall be of application as follows only to faculty members who are employed in the Program in Social Work at Westfield State College.

1. Whenever any such faculty member is a candidate for tenure, he or she shall be evaluated by a Peer Evaluation Committee, which committee shall be constituted pursuant to Section N of this Article VIII and shall conduct its evaluation pursuant to the provisions of Section E(2)(d) without its being required that such faculty member make any election in that regard.
2. There shall be considered in every evaluation of any such faculty member any relevant materials, validated information or recommendations submitted by the Dean/Director of the Program. Such materials, information or recommendations so submitted shall be in addition to any other information or materials submitted by the faculty member, the Department Chair, the

Peer Evaluation Committee, and/or the Vice President, pursuant to the provisions of Article VIII, Section D(1)(g), of the Agreement.

3. Nothing contained in this Section R shall be deemed to affect the validity of any evaluation commenced or completed prior to the date of the execution of this Agreement or be deemed to affect the validity of any personnel action taken, in whole or in part, on the basis of or with reference to any such evaluation; it being the understanding of the parties that any such evaluation shall be completed in accordance with such practices and procedures as were in effect on the date immediately prior to the date of execution of this Agreement.