AGREEMENT
BETWEEN
THE HIGHER EDUCATION COORDINATING COUNCIL
AND
THE MASSACHUSETTS TEACHERS ASSOCIATION/NEA
MASSACHUSETTS STATE COLLEGE ASSOCIATION

July 1, 1995 - June 30, 1998
Negotiations Committees

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AGREEMENT BETWEEN THE
HIGHER EDUCATION COORDINATING COUNCIL
AND
THE MASSACHUSETTS TEACHERS ASSOCIATION/NEA

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PREAMBLE

This Agreement is entered into by and between the Higher Education Coordinating Council, acting through the Council of Presidents of the State Colleges, and the Massachusetts Teachers Association/NEA, as the exclusive collective bargaining agent for members of the bargaining unit described in Article I, Section A.

Each College is an integral part of the institutions of higher learning operated through the Coordinating Council and the Boards of Trustees of the State Colleges under the laws of the Commonwealth of Massachusetts.

The basic functions of instruction, research and public service at each College are performed by a community of men and women who have chosen a profession whose primary functions are facilitating learning, assisting students in their quest for scholarly fulfillment, demonstrating the qualities associated with scholarship and performing public service. It is therefore fitting that, in accordance with the provisions of this Agreement, they participate with students and administrators in decision-making at each State College.

Accordingly, this Agreement between the Coordinating Council, acting through the Council of Presidents of the State Colleges, and the Massachusetts Teachers Association/NEA seeks to establish a firm basis for the professional role of faculty, teachers and librarians at the State Colleges.

The Massachusetts Maritime Academy is an institution of public higher education which also has a military mission in accordance with the standards and regulations directed by the Maritime Administration of the United States Department of Commerce, under the Maritime Academy Act of 1958, as amended, and the United States Navy and Coast Guard. As such, the Academy prepares young men and women for careers as officers in the United States Merchant Marine and the seagoing components of the armed services. As a specialized College, it has programs, facilities, and goals which are unique to it.

The parties to this Agreement recognize the need and the opportunity for improvement and growth at each College. They pledge themselves cooperatively therefore to the task of attaining high standards in teaching, research and service to the community.
ARTICLE I - RECOGNITION AND DEFINITIONS

A. RECOGNITION

The Higher Education Coordinating Council (hereinafter referred to as the "Coordinating Council") recognizes the Massachusetts Teachers Association/NEA (hereinafter referred to as the "Association") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

Every person employed at the State Colleges of the Commonwealth of Massachusetts and holding a full-time appointment to the position of Professor, Associate Professor, Assistant Professor, Instructor, Senior Librarian, Librarian, Associate Librarian, Assistant Librarian, Library Associate and Library Assistant; and further including any person who holds one of the foregoing titles and also the title of Department Chair; and further including any person holding a full-time appointment to any of the foregoing titles, or as a teacher, however designated, at the McKay Campus School, Fitchburg, Massachusetts or at the Burnell School, Bridgewater, Massachusetts; and further including any person holding a part-time appointment as Professor, Associate Professor, Assistant Professor, or Instructor at the Massachusetts College of Art; and further including any person who is employed on a full-time basis as an Adjunct Instructor at the Massachusetts Maritime Academy, subject to the exclusions set forth in the Decision and Direction of Election issued by the Labor Relations Commission and dated November 2, 1977; and further including any person holding a part-time appointment to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated April 21, 1987 (Case No. SCR-2172). The parties recognize and understand that personnel at the Massachusetts Maritime Academy who are detailed to such Academy by the President of the United States pursuant to the provisions of the Maritime Education and Training Act of 1980 or otherwise, and military personnel assigned by the government of the United States to teach any ROTC programs at a State College, are not members of the bargaining unit.

With effect on February 28, 1989, the bargaining unit status of part-time unit members who have taught three (3) consecutive semesters, shall not be affected by:

a. a temporary interruption of service of one (1) semester caused by the Employer/College administration;
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b. a temporary interruption of service of one (1) semester for study toward a graduate degree as approved by the Vice President of a College; or

c. a temporary interruption of service of one (1) semester caused by an injury, illness or pregnancy.

With effect on July 1, 1995, any person who shall have retired after not less than ten (10) years of service as a member of the bargaining unit at a College or as a member of the administration of a College shall, if appointed to teach on a part-time basis at such College, thereupon become a member of the bargaining unit unless the appointment to teach on a part-time basis occurs more than one (1) year following the effective date of such person's retirement.

B. JURISDICTION

During the term of this Agreement, the jurisdiction of the Association shall extend to those persons who now or hereafter hold appointments to a position included in the bargaining unit.

C. DUES CHECK-OFF

The Association shall be permitted authorization for payroll dues deductions as set forth in Appendix J.

D. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings:

1. Academic Year. "Academic year" shall mean the nine (9)-month period from September 1 to and including May 31 following; provided, however, that in the case of members of the faculty employed at the Massachusetts Maritime Academy, the academic year shall mean the above-described nine (9) month period together with such additional period, if any, as may be fixed from time to time pursuant to the provisions of Article XII-A of this Agreement.

2. Adjunct Instructor. "Adjunct instructor" shall mean any person who holds a full-time appointment as an adjunct instructor at the Massachusetts Maritime Academy.

3. Administration. "Administration" shall mean the President and other principal administrative officers serving as such at each College; such designation shall not
include individuals and positions as defined in Article I, Section A., of this Agreement.

4. **Administrator.** "Administrator" shall mean any person serving in an administrative capacity and appointed as an administrator at any State College.

5. **Annual Training Cruise.** "Annual training cruise" shall mean the whole of an annual training exercise. Such period shall constitute the period of sea-time required as a prerequisite for licensing under applicable Federal Regulations which, at present, is sixty (60) days annually.

6. **Assistant Principal.** "Assistant principal" shall mean the administrator, if any and however denominated, holding the position of Associate Director at a campus school and shall mean such administrator regardless of whether there is a Principal at such campus school.

7. **Association.** "Association" shall mean the Massachusetts Teachers Association/NEA as recognized pursuant to Article I, Section A., of this Agreement; and "President of the Association" and "Association President" shall mean the person serving from time to time as President of the Association. The parties recognize and agree that the Association may, in the discharge of its responsibilities hereunder, act through its affiliate, the Massachusetts State College Association, and that the Association and its affiliate are jointly and severally liable for the discharge of such responsibilities.

8. **Association Representative.** "Association representative" shall mean any representative of the Association who is a member thereof and who has been officially so designated in writing by the Board of Directors of the Association to the Coordinating Council, acting through the Chair of the Council of Presidents, and where such representative has responsibilities that are confined to a single College, to the President of such College, and shall, without further designation, include the Chapter President.

9. **Board and Board of Trustees.** "Board" and "Board of Trustees" shall both mean the Board of Trustees of any State College as established pursuant to Massachusetts General Laws, Chapter 15A, Section 21, and shall mean the successor in interest of any such Board of Trustees. Actions to be taken by any Board, or by the Board or Boards of Trustees, are rights and obligations created or imposed by the terms of this Agreement and as such are binding upon the Coordinating Council as the employer under Chapter 150E.
10. Campus. "Campus" shall mean all facilities and properties which are now or shall hereafter be designated by the Commonwealth of Massachusetts, acting by the Coordinating Council, by a Board of Trustees or otherwise, for the exclusive use of any one or another of the State Colleges, and shall, at the Massachusetts Maritime Academy, include any vessels used for training purposes or under the control of the Academy, including any vessel commonly known as the training ship.

11. Campus School. "Campus school" shall mean the Burnell School, Bridgewater, Massachusetts, and the McKay Campus School, Fitchburg, Massachusetts; provided, however, that each of the said schools shall be a campus school for the purpose of this Agreement only for so long and to the extent that each school continues, during the term of this Agreement, to be contractually affiliated with Bridgewater State College and Fitchburg State College, respectively.

12. Campus School Teacher. "Campus School Teacher" shall mean any member of the bargaining unit who holds one of the four academic ranks and who is responsible for the instruction of pupils at a campus school.

13. Chancellor. "Chancellor" shall mean the chief executive officer of the Coordinating Council or any person or persons acting in that capacity, duly appointed and authorized by the Coordinating Council.

14. Chapter. "Chapter" shall mean any organizational unit of the Association that is based at a single College.

15. Chapter President. "Chapter President" shall mean the member of the bargaining unit at each College who shall have been designated as such from time to time by the Board of Directors of the Association.

16. Cognate Department. "Cognate department" shall, for purposes of Article VIII of this Agreement, mean a department determined by the Vice President to be a department the academic discipline of which is by common practice in the academic world deemed to be related to the academic discipline of the department in question.

17. College. "College" shall mean any one of the institutions that is denominated a "State College" pursuant to Massachusetts General Laws, Chapter 15A, Section 5, including the Massachusetts College of Art and the Massachusetts Maritime Academy.
18. Cooperative Education. "Cooperative education" shall mean that mode of instruction in which a student is assigned work at an institution or agency with which the College has established programs of work-related studies pursuant to which the regular direct supervision of such student is the responsibility of someone other than a faculty member. The responsibility of any faculty member with respect to cooperative education shall be confined to preliminary, periodic and final conferences with the student and his/her regular supervisor for the purpose of evaluating the student's work and educational experience in accordance with the established guidelines of the cooperative education program at the College.

19. Coordinating Council. "Coordinating Council" shall mean the Higher Education Coordinating Council as established pursuant to Massachusetts General Laws, Chapter 15A, Section 4, or its successor in interest.

20. Council of Presidents. "Council of Presidents" shall mean the Presidents of the State Colleges for the time being, including any person designated by any such President to act in his/her stead at any meeting thereof, or such number of Presidents as they may determine, either generally or for any specific purpose, to constitute a quorum thereof, acting solely in order to exercise any right or discharge any responsibility required or permitted to be exercised or discharged by the Council of Presidents pursuant to any provision of this Agreement.

"Chair of the Council of Presidents" shall mean the President of a State College selected by the Council of Presidents from time to time to serve as the Chair of said Council in its exercise of the rights and discharge of the responsibilities hereinbefore described. Notice of the President selected as the Chair shall be promptly provided to the Association.

21. Critique. "Critique" shall mean a course at the Massachusetts College of Art in which the professional criticism of the student's artistic and creative works or projects is the principal and paramount mode of instruction.

22. Day. Except as otherwise provided, "day" shall mean a calendar day.

23. Dean. "Dean" shall mean, at each College, any person, however denominated, who is the administrative head of a School or Division of a State College, or any person serving or acting in that capacity, duly appointed and authorized therein by the President of such College and.
further, shall mean any person holding the position, however denominated, of Dean of Undergraduate Studies or any person serving or acting in such capacity. It is understood by the parties that the Academic Vice President may, consistent with usual and customary academic practice, delegate various Vice Presidential responsibilities to the Dean as those responsibilities are detailed in Articles VI, XII, XIV, and XV only. Notwithstanding any other provision of this paragraph, the Dean shall not be assigned duties of the Department Chair as set forth in Article VI.

24. Department. "Department" shall mean any organizational unit of faculty at any College that is now, or may from time to time hereafter be, established and so designated by the President of such College; provided, however, that any such organizational unit shall cease to be a department if at any time hereafter it shall have been disestablished in accordance with any applicable provisions of this Agreement.

25. Department Chair. "Department Chair" shall mean any person appointed by the President of a College, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any department of such College.

26. Director, Library. "Director, Library," shall mean, at each College, the person, bearing whatever title, who, not being a member of the bargaining unit, from time to time holds the position of Director, Library, or who from time to time is authorized to act in that capacity, whether solely for the purposes of this Agreement or otherwise.

27. Emergency Assignments. "Emergency assignments" refers to those assignments of the faculty which are made by the Principal and/or Assistant Principal of a Campus School, acting in good faith, to meet an unforeseen combination of circumstances during or prior to a school day which affect the welfare of the pupils and/or the proper operation of a school as mandated by state law. An example of this type of situation would be the need for teacher coverage of a class when a professional colleague is taken ill during a school day.

28. Faculty and Faculty Member. "Faculty" and "faculty member" shall mean any member of the bargaining unit who holds a full-time appointment at a State College as one of the following, namely:

a. Professor,
b. Associate Professor,
c. Assistant Professor,
d. Instructor, or
e. Adjunct Instructor at the Massachusetts Maritime Academy,

including any such person who, holding such appointment, also holds the position of Department Chair, and further including any person who holds a part-time appointment as Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art, and further including any person holding a part-time appointment to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated April 21, 1987 (Case No. SCR-2172).

29. Field Work Supervision and Internships. "Field work supervision and internships" shall mean those modes of instruction in which a member of the faculty has responsibility for the educational objectives and for the observation, criticism and evaluation of a student in a learning experience in an area other than teacher education, such as, for example, human services or public services; the faculty member is expected to make regular on-site visits to the student and to confer with the student's off-campus supervisor, if there be any.

30. Full-Time Appointment. "Full-time appointment" shall mean such status of full-time employment, if any, as shall have been conferred upon any member of the bargaining unit as a term of such person's appointment to teach twelve (12) semester hours of credit of instruction per semester in courses offered by his or her department, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or workload reductions made in accordance with this Agreement.

31. Graduate Faculty. "Graduate faculty" shall mean those members of the faculty who shall have been designated as such by the President at any College in accordance with criteria approved therefor after recommendation by the Graduate Education Council.

32. Graduate Teaching. "Graduate teaching" shall mean teaching a course that shall have been designated a graduate course by the President or his/her designee.

33. Grievance. "Grievance" shall mean a grievance as defined in Article XI of this Agreement.

34. Laboratory Instruction. "Laboratory instruction" shall mean that mode of instruction which consists of
student learning activities, under the direction and supervision of a faculty member, using instruments, equipment and techniques appropriate to a particular discipline in which the student observes or measures phenomena, conducts experiments, undertakes projects, acquires specialized skills, and pursues similar kinds of experiences. "Laboratory instruction" shall not include instruction in a language laboratory.

35. **Librarian.** "Librarian" shall mean any member of the bargaining unit who holds a full-time appointment as one of the following, namely:

   a. Senior Librarian,
   b. Librarian,
   c. Associate Librarian,
   d. Assistant Librarian,
   e. Library Associate, or
   f. Library Assistant.

36. **Nursing Clinical.** "Nursing clinical" shall mean the instruction of students providing patient care within a health care facility.

37. **Official Personnel Correspondence.** "Official personnel correspondence" shall mean correspondence from the Board of Trustees or from the Administration of any College to or concerning a member of the bargaining unit which states therein that it is Official Personnel Correspondence and which gives notice of any personnel action taken or proposed to be taken or of any official commendation, reprimand or disciplinary action, or from the Chancellor pursuant to the provisions of Article XX.

38. **Part-time Appointment.** "Part-time appointment" shall mean such status of employment as shall have been conferred upon any member of the bargaining unit as a term of such person's appointment to the rank of Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art, and further including any part-time unit member holding a part-time appointment to a position defined in the Decision and Direction of Election issued by the Labor Relations Commission and dated April 21, 1987 (Case No. SCR-2172).

39. **Physical Education: Activities Courses.** "Physical education: activities courses" shall mean that mode of instruction within any department of physical education, however denominated, in which the principal course work is the teaching of skills in some physical, athletic, or recreational activity.
40. **Preparation Period.** "Preparation period" shall mean an independent instructional planning period during which a Campus School Teacher engages in activities specifically related to the preparation of classroom and like instruction and to the assistance of College students, campus school pupils and parents.

41. **President.** "President", when not otherwise qualified, and "President of the College" shall both mean the chief executive officer of each State College or any person or persons acting in that capacity, duly appointed and authorized therein.

42. **Principal.** "Principal" shall mean the administrator, if any and however denominated, holding the position of Associate Dean at a campus school.

43. **Professional Maritime Faculty.** "Professional Maritime Faculty" shall mean a faculty member at the Massachusetts Maritime Academy who is appointed to perform services during the work year, as provided in this Agreement, of a member of the Professional Maritime Faculty and who either (a) holds a professional Merchant Marine License, or (b) being an adjunct instructor, has a journeyman competence in a maritime specialty.

44. **Program Area.** Except as otherwise expressly provided in Article VI with reference to Librarians and to Campus Schools, "program area" shall, at any College, mean any organizational unit of faculty or librarians that does not have the status of a department and that is now, or may from time to time hereafter be, established and so designated by the President of such College and shall include any subordinate unit, so designated by the President of such College, within any department or departments or within any other organizational unit of faculty; provided, however, that any such organizational unit shall cease to be a program area if at any time hereafter the President shall have ceased so to designate it.

45. **Program Area Chair.** "Program Area Chair" shall mean any unit member appointed by the President of a College, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any program area of such College.

46. **Promotion.** "Promotion" shall mean advancement from a lower faculty rank to a higher faculty rank or advancement from a lower librarian rank to a higher librarian rank, whichever may be applicable.
47. **Pupil.** "Pupil" shall mean any child who is enrolled as such and attending a campus school.

48. **Rank.** "Rank" shall mean any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor and Professor, and any one of the six librarian ranks of Library Assistant, Library Associate, Assistant Librarian, Associate Librarian, Librarian and Senior Librarian, and shall include the rank of Adjunct Instructor at the Massachusetts Maritime Academy.

49. **Regiment of Cadets.** "Regiment of cadets" shall mean, collectively, all full-time undergraduate students enrolled at the Massachusetts Maritime Academy.

50. **Retrenchment.** "Retrenchment" shall mean the laying off of any member of the bargaining unit pursuant to the provisions of Article X, XA or XB of this Agreement, respectively, and shall not mean termination.

51. **Sea Term.** "Sea Term" shall mean the period of the annual training cruise during which the cadets at the Massachusetts Maritime Academy are receiving academic credit and shall not exceed seventy-five (75) days aboard the Training Ship.

52. **School Year.** "School year" shall normally mean the period from September 1 to and including the June 30 following, including any school recess during such period, such period being the period of regular employment of all Campus School Teachers in the bargaining unit; provided, however, that in the case of each campus school, the school year shall in every year conform to the school year of the city or town in which such campus school is located.

53. **Semester.** At each College, "semester" shall, in the case of the first semester of any academic year, mean the period commencing on the first day of the academic year and ending on the last date preceding the commencement of the second semester of such year, and shall, in the case of the second semester of any academic year, mean the period commencing on the day appointed by the applicable academic calendar for such purpose and ending on the last day of the academic year.

54. **State Colleges.** "State Colleges" shall mean, collectively, Bridgewater State College, Fitchburg State College, Framingham State College, The Massachusetts College of Art, the Massachusetts Maritime Academy, North Adams State College, Salem State College, and Westfield State
Article I - Recognition

College and Worcester State College; when used in the singular, the term "State College" shall mean any one or another of such State Colleges.

55. Specialist. "Specialist" shall mean a member of the bargaining unit, who, as a Campus School Teacher, provides teaching/learning experiences to pupils at a campus school in a specialized field; for these purposes there are included art, music, industrial arts, physical education and media specialists, special education personnel and others generally recognized as specialists in comparable schools.

56. Status of Training Ship. For the purposes of this Agreement, the status of the Training Ship at the Massachusetts Maritime Academy shall be as follows:

a. Cruise Status. "Cruise status" shall mean any period when the Training Ship is not on dockside status or shipyard status, it being understood that such period shall be of a duration sufficient to meet the sea-time requirements for licensing under applicable Federal Regulations; at present such requisite is sixty (60) days annually.

b. Dockside Status. "Dockside status" shall mean any period during which the Training Ship is made fast alongside the Academy pier in Buzzards Bay except any such period during which the Training Ship, while so made fast, is determined by the President of the Academy or his/her designee to be on cruise status or shipyard status.

c. Shipyard Status. "Shipyard status" shall mean any period during which the Training Ship is proceeding to, is located at, or is returning from a shipyard or similar repair facility for the purpose of overhaul, repair or dry docking, and shall include a period of not less than ninety-six (96) hours prior to the Training Ship's getting underway from the Academy pier in Buzzards Bay, and a period of not less than twenty-four (24) hours subsequent to its returning alongside the Academy pier in Buzzards Bay.

The status of the Training Ship, including the date and time of the commencement and termination of any such status, shall be determined from time to time by the President of the Academy.

57. Student. Unless otherwise specified, "student" shall mean any person enrolled as a student at a College and shall include any "cadet", so-called, at the Massachusetts
Maritime Academy; and for the purposes of Article VII of this Agreement, a "full-time student" shall mean any student who, at the time of his/her selection to act in a representative capacity pursuant to the provisions of the said Article, is enrolled at a College in courses valued at not fewer than twelve (12) semester hours of credit per semester.

58. **Student Government Association.** "Student Government Association" shall mean the Student Government Association at each State College.

59. **Student Teaching Supervision.** "Student teaching supervision" shall mean that mode of instruction in which a faculty member observes, critiques and evaluates a student teacher and confers with the supervisors of a student in an elementary, junior high or secondary school classroom experience; the faculty member is expected to make regular on-site visits to the student and to confer with the student’s off-campus supervisor, if there be any; for these purposes, there shall be used as a guideline the making of four (4) such visits within a single quarter in respect of a student teaching on a full-time basis.

60. **Studio Instruction.** "Studio instruction" shall mean that mode of instruction in such courses as art, music and performance which are essentially skill-oriented and/or for the development of creativity.

61. **Temporary Appointment.** "Temporary appointment" shall mean a non-tenure track full-time appointment to a position within the bargaining unit. Such appointment shall not exceed four (4) consecutive academic semesters.

62. **Tenure.** "Tenure" as used in this Agreement shall mean the right of certain members of the bargaining unit to be terminated only upon a finding of just cause and a review and hearing prior to termination, all as is provided for in this Agreement.

63. **Terminal Degree.** In the case of any person first appointed to a position as a member of the faculty in a State College prior to September 1, 1988, "terminal degree" shall mean the Degree of Doctor of Philosophy (Ph.D.), the Degree of Doctor of Education (Ed.D.), or such other doctor's degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree, including the degree of Juris Doctor (J.D.), other than a doctorate may be deemed to be a
terminal degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for the recognition within such field of learning but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning. For the purposes of this Agreement, the degrees of Master of Business Administration (M.B.A.), Master of Science in Nursing (M.S.N.), Master of Social Work (M.S.W.), and, for those faculty whose area of teaching is primarily in the creative and performing arts, the Master of Fine Arts (M.F.A.) shall be deemed to stand in lieu of a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than seventy-two (72) hours of graduate credit, including the hours of credit for which such degree was awarded, in the academic or professional discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the academic or professional discipline in question. Any such degree may stand in lieu of a terminal degree only to the extent that the holder of such degree is employed as a member of the bargaining unit to perform services, including teaching, within the scope of the profession or field of learning within which such degree has been awarded.

In the case of any person first appointed to a position as a member of the faculty in a State College on or after September 1, 1988, "terminal degree" shall mean the Degree of Doctor of Philosophy (Ph.D.), the Degree of Doctor of Education (Ed.D.), the Degree of Doctor of Social Work (D.S.W.), the degree of Doctor of Nursing Science (D.N.S.), the Degree of Doctor of Business Administration (D.B.A.), the Degree of Doctor of Library Science (D.L.S.), or such other doctor's degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree other than a doctorate may be deemed to be a terminal degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning but only to the extent that the holder of any such degree
other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning. For those faculty whose area of teaching is primarily in creative and performing arts courses, as distinguished from such courses as art history and musicology, the Master of Fine Arts (M.F.A.) shall be deemed to be a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than sixty (60) hours of graduate credit, including the hours of credit for which such degree was awarded, in the creative or performing discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline in question.

Solely for the purpose of calculating a minimum starting salary (Article XIII, Section F), any member of the bargaining unit who holds the degree Master of Fine Arts (M.F.A.) that was awarded by an accredited college or university prior to December 31, 1977, shall be deemed to hold a terminal degree notwithstanding the fact that such degree was awarded on the basis of thirty (30) units of graduate credit; provided, however, that such degree shall be deemed to be a terminal degree for such purposes only if such unit member shall have documented all additional uncredited work (e.g., an oral exam, a written thesis, or a final exhibition) that was a prerequisite to the awarding of such degree.

Any member of the bargaining unit who holds a degree of Master of Fine Arts of the kind described in the preceding paragraph shall, in order to establish that it is a terminal degree for the purposes aforesaid, arrange to have the institution(s) awarding the degree(s) mail a certified copy of his/her transcript directly to the Academic Vice President. A certified academic transcript bears the official seal of the granting institution and is transmitted directly by it.

For those unit members who earned the Master of Fine Arts (M.F.A.) degree after December 31, 1977, the terminal degree requirement shall be sixty (60) credit hours.
Those unit members who possess a Master of Fine Arts degree in a specific area (e.g., Creative Writing) will be deemed to hold a terminal degree only if they have met either of the criteria listed in the foregoing three (3) paragraphs and were hired to teach in the area in which they hold such degree (e.g., the posting listed as a required qualification an MFA - Creative Writing), and such terminal degree shall thereafter be deemed to be a terminal degree for all purposes under this Agreement.

With effect on September 1, 1996, a Master's degree shall be deemed to stand in lieu of a terminal degree for any person employed at a Campus School as a Campus School Teacher when any such person who holds such a degree has earned not fewer than seventy-two (72) hours of graduate credit, including the hours of credit for which such degree was awarded, in the academic or professional discipline in which he/she holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the academic or professional discipline in question. The provisions of this paragraph shall have no force or effect unless and until the agreements described in Article XII-B, Section D, of this Agreement shall have been made and accepted by the parties hereto.

64. **Termination.** "Termination" shall mean the permanent severance of an existing employment relationship initiated by the administration of a College or by the Board of Trustees and shall not mean the non-renewal of a contract of employment.

65. **Training Craft.** "Training craft" shall mean and include any vessels, in addition to the Training Ship, used by the Massachusetts Maritime Academy for training purposes or instructional purposes.

66. **Training Ship.** "Training Ship" shall mean any vessel, being that commonly known as the "Training Ship", made available to the Massachusetts Maritime Academy pursuant to the provisions of the Maritime Education and Training Act of 1980, as amended, or otherwise, and used in the annual training cruise.

67. **Unit.** As used in Article X, Section E, and Article XA, Section F, "unit" shall include Department, Program
Area, Library, Campus School and other similar related administrative organizational units pertaining to the performance of unit work.

68. **Vacancy.** "Vacancy" shall mean a vacancy at any college in an approved full-time professional (AA) position for which moneys have been appropriated and allocated and which the Board, acting by its agents or otherwise, intends to fill.

69. **Vice President.** Unless otherwise expressly provided, "Vice President, Academic Affairs", and "Vice President" shall mean, at each College, the Vice President, Academic Affairs, or any person serving in that capacity, duly appointed and authorized therein.

70. **Working Day.** "Working day" shall mean any day on which the administrative offices of a College are open for business.

71. **Work Year.** "Work year" shall mean the following:
   a. In the case of every faculty member other than a faculty member to whom paragraph (c) or (d) is applicable, the academic year;
   b. In the case of every Librarian, the twelve (12) month period from and including September 1 to and including the August 31 following; provided, however, that in the case of every Librarian employed on a ten (10)-month basis, the work year shall be the ten (10) month period from and including September 1 to and including the June 30 following;
   c. In the case of every Campus School Teacher, the school year;
   d. In the case of every Department Chair, the academic year together with such additional period or periods as are provided for in Section G of Article VI.

E. **CONSTRUCTION**

Wherever the singular is used and the context clearly so requires, it shall include the plural.

Whenever any provision of this Agreement prescribes any particular benefit, right, limitation or exemption in respect only of persons holding appointments as part-time members of the faculty at the Massachusetts College of Art, such benefit, right, limitation or exemption shall apply only to persons who,
at the Massachusetts College of Art, hold part-time appointments at the rank of Professor, Associate Professor, Assistant Professor or Instructor.

Whenever any provision of this Agreement shall require that any act be done by the Board of Trustees, by the Chancellor, by the Chair of the Council of Presidents, by the President of a College, by any member of the Administration of a College or by the President of the Association, such act may be done by the designee of the Board, the Chancellor, the Chair of the Council, the President, such member of the Administration or the President of the Association, respectively (and without regard to whether there is or is not any reference in such provision to the designee of the person or body required to act), but subject to such limits and requirements as the person or body appointing the designee may impose.

F. ENTITLEMENT UNDER THIS AGREEMENT

Except as otherwise provided in this Agreement, every member of the bargaining unit as described in Article I, Section A, of this Agreement shall be entitled to the applicable benefits of this Agreement, and shall have the right to participate in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement, subject to the following limitations:

1. No person in the bargaining unit holding a part-time appointment elsewhere than at the Massachusetts College of Art shall be entitled to any of the benefits set forth in Article III, Section B, or Article IV of this Agreement, with the exception of the following:

   a. System-wide tuition remission benefits to the extent the same are provided pursuant to any policy of the Coordinating Council;

   b. Health and Welfare benefits as may be determined by the Trustees of the Health and Welfare Fund; and

   c. Life Insurance, Group Insurance and Worker's Compensation to the extent permitted by Massachusetts law and the Massachusetts Group Insurance Commission;

provided, however, that part-time members of the bargaining unit who are employed as clinical instructors in the Nursing Department at Fitchburg State College shall continue to receive such benefits, if any, as were accorded them on the date immediately preceding the date of execution of this Agreement.
Article I - Recognition

2. No person in the bargaining unit holding a part-time appointment shall be entitled to vote in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement; provided, however, that any person holding an appointment of less than one-half (1/2) time at the Massachusetts College of Art shall be entitled to vote in any such election, referendum or like proceeding except that each such vote shall be counted as a one-fourth (1/4) vote; and provided further that all part-time faculty holding appointments at the Massachusetts College of Art of one-half (1/2) time or more shall be entitled to a full vote.

3. Any person in the bargaining unit holding a part-time appointment at the Massachusetts College of Art, but no other member of the bargaining unit holding a part-time appointment, shall be entitled to be selected for membership on any council or committee established in accordance with the provisions of this Agreement, and shall be entitled to full voting membership once selected for any such membership.
ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

A. FAIR PRACTICES

1. As sole bargaining agent the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed and religious creed, national origin, sex, marital status, sexual preference, veteran's status, handicap or membership or non-membership in any political or ideological organization. The Association shall represent equally all members of the bargaining unit without regard to membership or participation in the activities of any employee organization.

2. The Coordinating Council and the Boards of Trustees agree to continue their policy of non-discrimination against any person on the basis of age, race, color, creed and religious creed, national origin, sex, marital status, sexual preference, veteran’s status, handicap, participation in or association with the activities of any employee organization, or membership or non-membership in any political or ideological organization.

3. Moreover, the Association agrees to cooperate with the Coordinating Council in the implementation of the Affirmative Action Program for the State Colleges in effect on the date of execution of this Agreement; provided, however, that nothing herein contained shall be deemed to prohibit the Coordinating Council from amending such Program from time to time for the purpose of causing it to conform with any applicable state or federal law, any applicable rule or regulation made thereunder, or any applicable order or directive issued by any agency, including any court, having authority therein.

4. The parties to this Agreement are committed to a policy of affirmative action and non-discrimination. One purpose of the policy is to provide for equal access and equal opportunity through the recruitment and hiring of minorities, women, and the handicapped.

5. Furthermore, the parties support a policy of non-discrimination in all personnel actions.

6. At the request of the Chapter President, the President of the College, the Chapter President, the College Affirmative Action Officer, and the Vice President shall meet at least once each semester to confer on the institution's Affirmative Action Program and to discuss any problems therein.
7. In addition, the parties mutually condemn any conduct that inflicts sexual harassment upon any member of the College community. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment for this purpose when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or his/her academic status or entitlements, or (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions that affect such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive academic or working environment.

8. The parties agree that no provision of this Section A shall be deemed to create, or to confer on any person, any right enforceable under the terms of this Agreement, it being the common and agreed understanding of the parties that the public policies to which they hereby pledge themselves are properly established and enforced through mechanisms other than those pursuant to which the terms of this Agreement have been entered into and pursuant to which they may be enforced.

B. INDIVIDUAL CONTRACTS

All rights, benefits, duties and obligations of members of the bargaining unit as set forth in this Agreement shall, during the term of this Agreement, be expressly incorporated by reference into, and made a part of, any contract of employment that has been or shall hereafter be entered into between a Board of Trustees and any person who is or shall thereafter become a member of the bargaining unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.

C. CONSULTATION

1. General

The Chair of the Council of Presidents and/or such others as he/she may designate shall meet with the Board of Directors of the Massachusetts State College Association at the request of either party once each semester for the purpose of maintaining good relationships through regular communication and for discussion of matters concerning the implementation of this Agreement. Such meeting shall be held within fifteen (15) days of such request having been made in writing to the other party, which request shall state the reason or reasons for which such meeting is to be held.
The Chair of the Council of Presidents and the Board of Directors of the Massachusetts State College Association may meet at other times and for such other purposes as either party may request and as they may mutually agree.

The President of each College and representatives of the Association shall meet at least once each semester at the request of the President of the College or of the Chapter President for the purpose of maintaining and improving relationships. Such meeting shall be held within ten (10) days of such request having been made in writing to the other party, which request shall state the reason or reasons for which such meeting is to be held.

The President of the College and representatives of the Association may meet at such other times and for such other purposes as they may mutually agree upon.

2. **Committee on Employee Relations**

The parties agree to establish and maintain a joint Committee on Employee Relations, which shall consist of three representatives of the Association appointed by the President of the Association and three management representatives appointed by the Coordinating Council acting through the Council of Presidents, one of each of which shall be designated spokesperson. The representatives of the parties may be accompanied by advisors of their choosing at any meeting of the Committee on Employee Relations.

The purposes of this committee shall be 1) to foster good labor-management relations through the implementation of the terms of this Agreement; 2) to seek to resolve, consistent with this Agreement, problems or disputes arising under this Agreement; 3) where appropriate, to seek the resolution of grievances consistent with the terms of this Agreement; and, 4) where appropriate, subject to the provisions of this Section, to enter into mutual agreements to effectuate the terms of this Agreement.

Anything herein contained to the contrary notwithstanding, no person or body referenced in this Section C(2) shall have the authority to alter, amend, extend or revise any term of this Agreement.

The Association and the Coordinating Council acting through the Council of Presidents shall each designate a spokesperson who shall be the authorized agent of each party in the discharge of its responsibilities under this Section.
Meetings of the Employee Relations Committee will be scheduled monthly, and on the call of either party, through its spokesperson. Special Meetings shall be scheduled at mutually agreeable times, but not later than five working days from the date of receipt of the request. Special meeting requests may be made orally or in writing by the spokesperson of either party to the other and shall specify the reasons for which such special meeting is requested.

The spokesperson of the Association shall serve and preside as Chair at the first meeting; thereafter, the role of Chair will alternate between the spokesperson of the Association and the spokesperson of the Council of Presidents. The Chair will designate an individual to take minutes of the meeting.

The parties agree that their representatives shall have the authority and power to reach agreements, settlements, and other adjustments on their behalf.

Copies of the minutes of each meeting will be reviewed and initialled by the spokespersons of the Association and the Council of Presidents before distribution. It is mutually agreed that such minutes should be signed within five working days after a meeting and that within ten working days after a meeting, copies of the approved minutes will be furnished to each member of the committee.

The Committee shall sponsor and arrange for a contract orientation meeting to be held at a State College no later than October 31, 1995. Each Chapter President and a person appointed by him/her and two persons designated by the President of each College shall attend representing the parties at each College.

D. INFORMATION

1. General

The Coordinating Council shall make available to the Association, upon the written request of the Board of Directors thereof and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in its possession as are necessary for the implementation of this Agreement. It is understood that this shall not require the Coordinating Council to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed by the Coordinating Council to be confidential.
2. Personnel Data

No later than October 31 in each academic year and, again, not later than February 28 in each academic year, each College shall submit to the Chapter President the information depicted on Appendix Q of this Agreement.

Whenever any person has accepted an appointment to a position within the bargaining unit, a copy of the countersigned letter of appointment (as depicted in Appendix N) shall be transmitted to the Treasurer of the Chapter.

3. Concurrent Evaluation Files

The following provisions of this Section D shall be of no application to any person holding an appointment to a part-time position in the bargaining unit.

In addition to the foregoing, but solely in strict compliance with the procedures and limitations that are hereinafter set forth, the Coordinating Council shall make available to the Association such concurrent evaluation files as are requested in conformity with the following provisions.

1. Whenever any member of the bargaining unit

   a) has been denied tenure after having been evaluated therefor pursuant to the applicable provisions of Articles VIII and IX of this Agreement, or

   b) has, as a non-tenured member of the bargaining unit who holds a tenure-track appointment, been issued a terminal contract of employment pursuant to the applicable provisions of Articles VIII and XX of this Agreement, the Association may request, and the Coordinating Council shall thereupon make available, the concurrent evaluation files of other members of the bargaining unit.

2. No such request shall be made unless there is then properly pending at Step 3 of the Grievance Procedures contained in Article XI of this Agreement a grievance alleging that the grievant, being a member of the bargaining unit described in the provisions of the foregoing paragraph 1(a) or (b), has been denied tenure or has been granted a terminal contract of employment, as the case may be, either arbitrarily or capriciously; and no such request shall be made unless it is made by the President of the Association as a part of the written notice by which the grievant, in accordance with the
applicable provisions of Article XI, elects to submit his/her grievance for resolution at Step 3 of the Grievance Procedures.

3. Such request shall be made in writing and shall set forth a full and complete statement of the reasons therefor, which statement shall include the following:

   a) the names of those members of the bargaining unit whose evaluation files are requested; and

   b) the reasons for which it is claimed that such evaluation files are materially relevant to the grievance in respect of which they are sought.

4. Within ten (10) days following its receipt of any such request timely made, the Coordinating Council, acting through the Chair of the Council of Presidents, shall give not less than forty-eight (48) hours' notice to the Association of the time, date and place at which the Coordinating Council will make such files available to it; provided, however, that the time and date so fixed shall be not more than ten (10) days following the giving of such notice; and provided further that no such files shall be made available to the Association save in the manner prescribed by the following paragraph 5.

5. Upon the date, time and place fixed by the above-described notice, a representative of the Association and the Coordinating Council, acting through the Chair of the Council of Presidents, shall meet and proceed as follows:

   a) they shall first review the request made by the President of the Association and shall determine

      i) whether the procedures for making such a request have been strictly complied with; and

      ii) whether the evaluation files requested are concurrent evaluation files;

   b) if they determine that such procedures have not been strictly complied with or that any such evaluation file is not a concurrent evaluation file, they shall dismiss such request, and such dismissal shall constitute a final and binding denial thereof;

   c) if they determine that such procedures have been strictly complied with and that the evaluation files requested are concurrent evaluation files, they shall then examine the content of each such file. Such examination shall take place in camera;
d) The representative of the Association and the representative of the Coordinating Council shall determine whether the content of any such file or files is materially relevant, in whole or in part, to the grievance in respect of which such files have been sought:

i) if they determine that the content of any such file or files is materially relevant, in whole or in part, to such grievance, they shall provide a certified copy of so much of the same as is agreed by them to be materially relevant to the President of the Association;

ii) if they determine that the content of any such file or files is not materially relevant to such grievance, they shall notify the President of the Association of their determination.

Whenever the representative of the Association and the representative of the Coordinating Council shall have determined that a concurrent evaluation file is, in whole or in part, not materially relevant to the grievance in respect of which it is sought, such determination shall constitute a final and binding denial of so much of the request of the President of the Association as pertains thereto.

e) Whenever the representatives of the Association and the representative of the Coordinating Council shall have failed to agree whether a concurrent evaluation file requested by the President of the Association is materially relevant, in whole or in part, to the grievance in respect of which it is sought, they shall promptly so notify the Chair of the Council of Presidents and the President of the Association.

f) In the event the representative of the Association or the representative of the Coordinating Council shall have failed or refused to attend the meeting required to be held pursuant to this Section 5, then, unless those representatives shall have otherwise agreed in writing, the representative who does attend such meeting shall have full authority to make any and every determination required or permitted to be made pursuant to this Section, and his/her determination shall be final and binding.

6. If at the time a grievance is presented at a hearing before an arbitrator in conformity with the applicable
provisions of Article XI, there remains unresolved a dispute between the parties whether the content, or any part thereof, of a concurrent evaluation file is materially relevant to such grievance, a certified copy of the content of such file, or so much of it as is in dispute, shall be presented to the arbitrator, and the arbitrator shall examine the same in camera for the purpose of determining whether it is materially relevant to the grievance then before him/her; provided, however, that the representative of each party shall be entitled to be present during such examination and to present arguments to the arbitrator concerning whether the content of such file is materially relevant to such grievance. The arbitrator may withhold his/her decision in that regard until such time as he/she thinks it appropriate, provided only that he/she shall render his/her decision prior to the close of the hearing. The decision of the arbitrator shall be final and binding on the parties.

7. Whenever a certified copy of the whole or any part of a concurrent evaluation file shall have been made available to the President of the Association pursuant to the provisions of paragraph 5, 6 or 8 hereof, the same shall be used solely as evidence, or for the purpose of presenting evidence, in the hearing before the arbitrator concerning the grievance in respect of which such file was sought. The President of the Association shall take all measures reasonably necessary to ensure that the content of such file is maintained in the strictest confidence, and he/she shall not disclose the same except to counsel, nor shall any person to whom he/she properly discloses it disclose the same to any person unless such person is reasonably required to have access thereto for the purposes of presenting evidence at the aforesaid hearing before the arbitrator.

Whenever any document contained in a concurrent evaluation file is admitted as evidence at a hearing before an arbitrator, testimony shall be able to be taken by any party at such hearing concerning the evaluation, including any judgments made and opinions formed in connection therewith, of which such concurrent evaluation file is the record. Every such document so admitted shall become a part of the record in the matter then pending before the arbitrator and shall be able to be used by the parties in the presentation and argument of their case; provided, however, that they shall take reasonable care to protect the strict confidentiality of such document and shall make no disclosure thereof save for the purposes heretofore permitted. Nothing in this paragraph shall prohibit the disclosure of such document to any court of competent
jurisdiction when done so pursuant to the prosecution of an appeal or like proceeding arising from or in connection with the decision of any arbitrator.

8. Whenever it shall have been determined, whether pursuant to the foregoing paragraph 5 or 6, that any concurrent evaluation file is materially relevant to the grievance in respect of which it is sought, the Coordinating Council may thereupon determine which, if any, of the concurrent evaluation files that have not been sought by the President of the Association are materially relevant to such grievance. It shall immediately make available to the President of the Association a certified copy of the content of any such concurrent evaluation file.

9. For the purposes of this Section D, the following words and phrases shall have the meaning hereinafter ascribed to them:

a) the phrase "concurrent evaluation file" shall mean all documentary materials compiled or used in the conduct of an evaluation of a member of the bargaining unit where such evaluation

i) has been conducted and completed pursuant to the provisions of Article VIII of this Agreement;

ii) has been conducted in respect of a member of the bargaining unit who is a member of the same academic department of which the grievant is also a member; and

iii) has been conducted for the same kind of personnel action and in the same academic year as the evaluation that, in the case of the grievant, gave rise to the personnel action that is the subject of the grievance.

The phrase "relevant evaluation file" shall not be deemed to be synonymous with the phrase "official personnel file."

b) The phrase "materially relevant" shall mean that the content of a concurrent evaluation file bears in a direct and substantial way on the adjudication of the question whether the grievant has been denied tenure or been granted a terminal contract of employment arbitrarily or capriciously.

10. Any matter required to be addressed to the Coordinating Council under this Section D, or any action to
be undertaken by, or on behalf of, the Coordinating Council under this Section D shall be addressed to, or undertaken by, the Chair of the Council of Presidents, acting on behalf of the Coordinating Council.

11. Nothing contained in this Section D shall be deemed to confer on an arbitrator any jurisdiction, not otherwise conferred by the provisions of Article XI of this Agreement, to consider, adjudicate or arbitrate such portion of any grievance as relates to any determination or decision made pursuant to an exercise of academic judgment.

E. FILLING OF VACANCIES

The President of each College shall post for the information of unit members written notice of all vacancies at each College. In respect of each such vacancy, such notice shall be posted not later than the date on which such vacancy is advertised elsewhere. Copies of all such notices shall be sent to the President of the Massachusetts State College Association and the Chapter President within fifteen (15) days of the posting.

Each notice shall contain a description of the job to be performed, the applicable salary or salary range and the qualifications for the position to be filled.
ARTICLE III – USE OF COLLEGE FACILITIES

A. THE ASSOCIATION

1. Upon a request in writing made to the President of a College, the Association or any Chapter thereof shall have the right to meet at such College if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting. The parties agree not to schedule meetings involving members of the bargaining unit which would conflict with any previously scheduled meetings or regularly scheduled classes. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings nor to permit interference with the normal conduct of College affairs.

2. The Association shall be provided with an office on each campus with a desk, chair, and filing cabinet, reasonable use of an intra-College telephone, and a separate campus mailbox, for the purpose of contract administration.

3. The President of each College shall assign at least two (2) bulletin boards for the exclusive use of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement.

4. The Association shall be permitted to use the intra-College mail system for the distribution of Association communications.

5. The Association and members of the bargaining unit shall be entitled to make reasonable use of such telephones as may from time to time be available in their respective department for the purposes of local and intra-College communication of official Association or departmental business.

B. MEMBERS OF THE BARGAINING UNIT

1. Each faculty member shall have office space, a desk and chair, use of a closet or its equivalent, space in a file cabinet, and reasonable access to an intra-College telephone. The Board hereby further agrees that it shall continue to provide at each College such number of private offices for unit members as exist at each such College on the date of execution of this Agreement.
2. The parties recognize the desirability of permitting members of the bargaining unit to have access to unit members' offices and work areas twenty-four (24) hours a day, seven (7) days a week. The parties further recognize the necessity for maintaining the security of all College properties and buildings. The parties therefore agree that procedures shall be established to permit bargaining unit members to have such access to their offices and work areas, but agree that such access shall be subject to any applicable rules and regulations that may be in effect from time to time at each College for the purpose of maintaining such security.

3. The Board shall continue to maintain available secretarial and/or clerical assistance for the use of unit members in connection with the proper discharge of their duties. The parties recognize that this undertaking is made subject to the actual availability of secretarial and/or clerical assistance at each College as that availability may exist from time to time. Necessary secretarial assistance shall be provided to unit members to whom the Vice President assigns responsibility for the preparation of accreditation reports, institutional reviews, work in the educational advising center, and other similar duties.

4. Essential teaching supplies such as paper, examination books, chalk and like materials, and stationery for use in College business, subject to the availability of the same, shall, upon request, be provided in reasonable amounts to members of the bargaining unit.

At each College, up to fifty (50) laboratory coats shall be provided at no cost to those faculty teaching in laboratories and in the industrial and fine arts. Notwithstanding the foregoing, the Boards shall not be required to expend more than Three Thousand Five Hundred Dollars ($3,500.00) cumulatively, at the State Colleges, for the purpose of providing such coats.

5. To the extent that the same are now provided in the existing buildings of each College, the Board shall continue to provide in each such building that is used by members of the bargaining unit in the discharge of their responsibilities each of the following, namely:

a. Clean, separate restrooms and lavatories for male and female unit members; and

b. A faculty lounge furnished with appropriate lounge furniture.
In addition thereto the Board shall continue to provide sufficient typewriter, duplicating and computer equipment in good repair for the use of members of the bargaining unit, and shall do so in a manner that maintains typewriting, duplicating and computing services at a level not less than that which exists immediately prior to the date of execution of this Agreement.

6. The Board shall provide service for the distribution of all unit members' mail throughout the calendar year. During the months of June, July and August, the Board shall forward the first-class mail of any unit member who shall have submitted a written request for that purpose to the business office of the respective College, which request shall state the address to which such mail is to be forwarded.

7. The Board shall provide and maintain at each College properly surfaced parking facilities without cost for members of the bargaining unit, such parking facilities to be located as close as is practicable to the appropriate teaching and/or work areas of bargaining unit members. The Board further agrees that the number of designated unit member's parking spaces shall be at least equal to the number of parking spaces presently used by bargaining unit members.

New, secured and specified parking facilities may be established where they do not now exist upon the agreement of the President of the College and the Chapter President, and subject to the prior approval of the Chair of the Council of Presidents and the President of the Association.

At those Colleges where on the date of execution of this Agreement there exist secured parking facilities for the use of bargaining unit members, rules and regulations pertaining to such facilities in effect on the date of execution of this Agreement shall not be altered or amended without the prior agreement of the Association.

Notwithstanding the foregoing there shall be reserved at each College preferred unit member parking spaces for those unit members who are handicapped or otherwise disabled, in accordance with the provisions of Chapter 5 of the General Laws of the Commonwealth.

In addition, each College shall maintain a system of parking stickers which shall be issued upon request to bargaining unit members annually at a cost for the sticker of not more than $1.00. No additional sticker charge shall
be made at secured facilities. Bargaining unit members shall maintain parking stickers on vehicles used by them in all parking facilities.

The College agrees to enforce rules prohibiting the unauthorized use of such designated facilities.

In addition, if the designated areas are filled or be otherwise unavailable, bargaining unit members shall be permitted to park in spaces other than those so designated for unit members whenever such unit member's vehicle has a unit member parking sticker affixed thereto.

8. The Board shall maintain reasonable security for instructional equipment, libraries and offices.

9. Members of the bargaining unit shall have access to computer terminals at the College at which they are employed for the purpose of discharging their duties hereunder, provided that such access shall be governed by any applicable rules and regulations in effect from time to time at such College regarding the use of any such terminal. No such terminal shall be used for Association business.

10. All unit member work areas shall be cleaned regularly.

11. Part-time members shall have the use of college facilities to the extent that the same were provided at each College on February 28, 1989.

12. The rights to intellectual property as between any member of the bargaining unit and any College, the Council or the Commonwealth shall be governed by the applicable provisions of state and federal law and, if there be any, by the applicable provisions of any agreement made between such member of the bargaining unit and any College.

C. SAFETY PROCEDURES

The Boards shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. Each College may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder. Prior to the promulgation of any such rules or regulations by the College, the President of the College shall first consult with the Chapter President.
regarding such rules and regulations and their enforcement; provided, however, that such consultation shall not be required in respect of any such rules and regulations in force at any College on the date of execution of this Agreement.

Whenever, upon the recommendation of the Director, Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, the Vice President shall have determined that the work environment in the Library or a portion thereof shall be intolerable, he/she shall take such steps as may be practical to provide alternative work areas for the performance of the unit member's contractual responsibilities.

Whenever any Board shall have been informed or shall have other cause to believe that any work location or part thereof is unsafe or unhealthy, it shall investigate the same and shall, as soon as may be practicable thereafter, take such steps as it deems necessary and appropriate to correct any unsafe or unhealthy condition that it determines actually to exist.

At the request of the Chapter President, the Board shall provide annual asbestos tests, at no cost to any member of the bargaining unit, to those members of the bargaining unit who, while in the employ of the Board, have worked in buildings or other facilities where asbestos is or has been present. Members of the bargaining unit shall be provided information concerning test results promptly upon receipt of the information by the College.

Grievances involving the interpretation or application of the provisions of this Section may be processed through Step 2 of the Grievance Procedures set forth in Article XI of this Agreement but shall not be processed to Step 3 thereof.

Grievances not resolved at Step 2 may be submitted by the Association for consideration by the Employee Relations Committee established pursuant to Article II of this Agreement.

Consistently with the preservation of rights of privacy and the effective conduct of investigations by law enforcement personnel, the College shall, if the same are known to it, inform members of the bargaining unit of any threats made against their persons or property by any other member of the academic community.
ARTICLE IV - SUPPLEMENTAL BENEFITS AND HOLIDAYS

A. PAID LEAVES OF ABSENCE

1. Sick Leave

   a. Entitlement

      i. All members of the bargaining unit shall be entitled to ten (10) days of sick leave for each complete year of service; provided, however, that all librarians shall be entitled to fifteen (15) days of sick leave for each complete year of service. Sick leave credit shall begin on the first month following the commencement of employment and shall accumulate as follows:

         A) In the case of every faculty member in the bargaining unit entitled to ten (10) days of sick leave, at the rate of one and one-ninth (1 1/9) day for each month of employment during the school year; and

         B) In the case of every Campus School Teacher in the bargaining unit entitled to ten (10) days of sick leave, at the rate of one (1) day for each month of employment during the school year; and

         C) In the case of every member of the bargaining unit entitled to fifteen (15) days of sick leave, at the rate of one and one-quarter (1 1/4) days for each month of employment during the work year.

         A renewal of contract shall be deemed to be a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

      ii. Sick leave may be taken by a member of the bargaining unit whenever, with respect to any regular work day falling within the work year:

         A) He/she cannot perform his/her duties because he/she is incapacitated by illness or injury; or

         B)
B) Through exposure to contagious disease, his/her presence at his/her place of work would jeopardize the health of others.

iii. In addition to the foregoing, sick leave may be taken by a member of the bargaining unit when his/her spouse, child, parent, spouse's parent, relative living in his/her immediate household, or domestic partner is seriously ill; provided only that not more than ten (10) days of accumulated sick leave may be so taken in a single work year.

iv. Any member of the bargaining unit who is or anticipates being absent for any of the reasons described in the preceding clauses (ii) and (iii) shall, as promptly as is practicable, give notice thereof to the College in accordance with College policy.

v. Sick leave not used in any year may be accumulated.

b. Sick Leave Bank

Upon the date of execution of this Agreement, every sick leave bank established pursuant to the provisions of the agreement that was the predecessor to this Agreement, shall be maintained for the benefit of all those members of the bargaining unit who shall choose, pursuant to the provisions of this Agreement, to become a member thereof; and any member of the bargaining unit who is a member of any such bank on the effective date of this Agreement shall remain a member thereof subject to the terms and conditions of this paragraph (b).

On October 1st of each academic year, a member of the bargaining unit who is not already a member of a sick leave bank shall become a member thereof and be deemed to have assigned one (1) day of his/her personal sick leave accumulation to the bank, unless during the preceding thirty (30) days, he or she shall have elected not to become a member of the bank; such election shall be made in writing and otherwise in accordance with such requirements as may be established by the College. Any person who becomes a member of the bargaining unit after September 1 in any work year shall become a member of the sick leave bank and be deemed to have assigned one (1) day of his/her personal sick leave accumulation to the bank on the
date on which he or she first accrues at least one (1) day of such leave unless, during the preceding thirty (30) days and in the manner described above, he or she shall have elected not to become a member of such bank.

Whenever the accumulation of sick leave days in the sick leave bank shall have fallen below fifty (50) days, or, in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College, whenever such accumulation shall have fallen below twenty-five (25) days, the President shall notify the Chapter President in writing and on the fifteenth (15th) day following the giving of such notice, every member of the sick leave bank shall be deemed to have assigned one (1) day of his/her personal sick leave accumulation to the bank unless, during the period of fifteen (15) days following the giving of such notice, he or she shall have elected, in the manner described above, not to remain a member of the bank; provided, however, that any member of the sick leave bank wishing to remain a member thereof and who shall have exhausted his/her personal sick leave accumulation on the date of the giving of such notice, shall be deemed to have assigned such additional day within fifteen (15) days after the date on which such member is next entitled to personal sick leave, unless, within such period, he or she shall have elected, in the manner described above, not to remain a member of the bank; and provided further that such member shall retain all his/her rights in the bank until such election shall have been made.

Any member of the bargaining unit who is employed at the Massachusetts College of Art, the Massachusetts Maritime Academy or North Adams State College and who wishes to become or to remain a member of the sick leave bank in accordance with any provision of this paragraph (b) shall be deemed to have assigned two (2), rather than one (1), day of his/her personal sick leave accumulation to the bank for such purpose.

The President shall maintain a register of the membership of the sick leave bank and of the number of sick leave days accumulated in the bank.

No member of the bargaining unit shall be entitled to become a member of the sick leave bank save as is hereinbefore provided.

Once he/she has been off the payroll for five (5) days, every member of the sick leave bank shall draw
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upon the sick leave bank as needed; provided, however, that no member of the bargaining unit shall, during any five (5)-year period commencing with the date on which he/she first draws upon the sick leave bank, draw in the aggregate therefrom more than the equivalent of two (2) work years of sick leave for any single illness or injury; and provided further that no two absences shall be deemed to have been occasioned by the same illness or injury if separated from one another by more than one (1) calendar year. Any member of the bargaining unit who shall have ceased to be eligible to draw upon the sick leave bank in respect of any illness or injury shall be entitled to be accorded an unpaid leave of absence for up to two (2) years for such illness or injury. Whenever any person is drawing upon the sick leave bank and, while doing so, is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph (a), the amount of such sick leave that would otherwise accrue to such person shall accrue in its full amount to the sick leave bank.

The President may at any time, and upon the written request of the Chapter President, require that any member of the bargaining unit who is on leave of absence by reason of sickness be examined by a physician chosen by the President; and any member of the bargaining unit who thereafter fails or declines to be so examined shall not be entitled to draw upon any accumulated sick leave or upon any sick leave bank for so long as he/she fails or declines to be so examined. The cost of any such examination shall be borne by the College.

In the event that the physician conducting such examination thereafter certifies that the member of the bargaining unit in question is medically able to resume the performance of his/her duties, such member of the bargaining unit shall thereupon do so, and his/her entitlement to sick leave shall cease on the date he/she resumes the performance of his/her duties or at the expiration of the fifth (5th) day following the date of the physician's certification, whichever is sooner; provided that such entitlement shall not lapse during the pendency of any appeal from the physician's certification.

Any member of the bargaining unit wishing to appeal any physician's certification shall do so by giving notice thereof in writing to the President of the College within five (5) days following the date of
such certification. Within ten (10) days following
the giving of such notice, the member of the
bargaining unit shall give further notice to the
President of the name of a physician whom he/she
thereby designates to serve as a member of a medical
review panel, which panel shall be thereupon
constituted for the purpose of considering the
question whether the member of the bargaining unit in
question is medically able to resume the performance
of his/her duties. Failure to give either of the
above-described notices in timely fashion shall
constitute waiver of the appeal.

The medical review panel shall be composed of the
physician so designated by the member of the
bargaining unit; the physician whose certification has
given rise to the appeal or another physician chosen
by the President if the first is unwilling or unable
to serve; and a third physician chosen by the other
two.

The medical review panel, as promptly as it may,
shall, by a majority vote of its members, determine
whether the member of the bargaining unit is or is
not, at that time, medically able to resume the
performance of his/her duties. The panel shall not be
required to conduct any hearings in this regard but
the panel may require such member of the bargaining
unit to produce, or authorize the release of, such
medical records as it deems relevant to the making of
its determination, and it may conduct or cause to be
conducted such physical examinations as it deems
appropriate.

The decision of the panel shall be final and
binding and shall not be the subject of any claim or
grievance prosecuted pursuant to Article XI of this
Agreement or otherwise. Notwithstanding the
foregoing, upon the written request of either party to
this Agreement, such decision may be reconsidered by
the same panel or, in the event that any of its
members are unwilling or unable to serve, by one
constituted in like fashion. Any such panel shall
have the authorities and responsibilities of the
original panel.

The College shall bear the cost of any physician
designated by it to serve on a medical review panel,
the member of the bargaining unit taking the appeal
shall bear the cost of any physician designated by
him/her for such purpose, and the parties to this
Agreement shall, in equal shares, bear the cost of the third physician; provided, however, that they shall not be required to bear the cost of any laboratory tests or other medical procedures, exclusive of physical examinations conducted by members of the panel, without their first agreeing to do so.

The failure or refusal of any member of the bargain unit who has taken an appeal to submit to any physical examination by a member or members of a medical review panel or to produce, or authorize the production of, any medical records requested by such panel shall be cause for it to dismiss such appeal.

c. Alcohol and Drug Abuse

The parties recognize that alcohol and drug abuse may be treatable illnesses. The parties agree to cooperate in encouraging employees afflicted with alcohol and drug abuse to undergo a program of rehabilitation.

d. Re-employment

Any member of the bargaining unit who leaves the employ of the Board and is later re-employed shall be credited with any such personal sick leave accumulation as existed at the end of his/her previous service. Any such person so re-employed shall be entitled to draw on the sick leave bank if he/she was so entitled at the date on which he/she left the employ of the Board. The provisions of this paragraph shall not apply where re-employment occurs after an absence of three (3) years or more unless approval of the President is secured and only if such absence was for any of the following reasons:

1. Illness of such person and not because of illness in his/her immediate family;

2. Dismissal through no fault or delinquency attributable to such person; or

3. Injury sustained while in the service of the Commonwealth in the line of his/her duties and for which such individual would be entitled to receive worker's compensation benefits.

e. Disability and Worker's Compensation

A member of the bargaining unit who receives disability compensation provided by statute and who is entitled to any personal sick leave allowance may take that
portion of his/her personal sick leave allowance payment which, when added to the amount of the disability compensation provided by statute, will result in the payment to him/her of his/her full salary. The sick leave bank shall not be used for this purpose.

If and when a member of the bargaining unit has sick leave credits available, and is injured while in the performance of his/her duty, and such injury could result in a claim under Chapter 152 of the General Laws, as amended, (Worker's Compensation Act), he/she shall be paid his/her sick leave up to the extent of his/her personal credits until payments under the Worker's Compensation Law begin. Any adjustments due him/her because of the effects of this provision shall be made thereafter. The sick leave bank shall not be used for this purpose.

The provisions of this Section shall not be deemed to be of application to a bargaining unit member who shall have retired.

f. Notice of Benefits

On or before September 30 of each year, the President shall inform every member of the bargaining unit at the College of the number of sick leave days accumulated to his/her credit on that date. A copy of such information shall be transmitted to the Chapter President.

g. Retirement

Employees, upon leaving the employ of the Board, shall not be entitled to compensation for accumulated sick leave; provided, however, that any employee who is eligible to retire in accordance with the State Retirement Act and who, having given the President not less than three (3) months’ advance written notice thereof, does retire shall be paid twenty percent (20%) of the value of his/her unused accumulated sick leave at the time of his/her retirement, which value shall be calculated on the basis of such employee's rate of pay as it is on the date immediately prior to the date on which his/her retirement has effect. The President, for reasons deemed satisfactory to him/her, may waive the notice required by the preceding proviso.

In calculating the daily rate of pay of any member of the bargaining unit hereunder, the following formulas shall be used:

i. in the case of any member of the bargaining unit whose work year, as defined in this
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Agreement, is of nine months' duration, the daily rate of pay shall be an amount equal to 1/195th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made;

ii. in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of ten months' duration, the daily rate of pay shall be an amount equal to 1/215th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made; or

iii. in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of twelve months' duration, the daily rate of pay shall be an amount equal to 1/260th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is to be made.

In determining the work year of a Department Chair for any of the foregoing purposes, the extension provided for at Section G(1) of Article VI of this Agreement shall be disregarded.

2. Funeral Leave

Upon evidence satisfactory to the Board of the death of the husband, wife, child, brother, sister, parent, parent of the spouse or domestic partner, grandparent, or grandchild of any member of the bargaining unit or of a person, including a domestic partner, living in his/her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days; and upon such evidence of the death of the brother or sister of the spouse or domestic partner of a member of the bargaining unit, funeral leave with full pay shall be granted for a period not exceeding two (2) days. A unit member may have up to three (3) hours to attend the funeral of a colleague or former colleague after filing a notice with the Vice President.

3. Military Leave

a. Every member of the bargaining unit shall be entitled, during the time of his/her service in the
armed forces of the Commonwealth, under Sections 38, 40, 41, 42 or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty of not more than seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor without loss of his/her ordinary remuneration, and shall also be entitled to all leaves of absence provided in this Agreement.

Any member of the bargaining unit who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour duty of not more than seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended.

b. Any member of the bargaining unit who, on or after January, 1940, shall have tendered his/her resignation or otherwise ended his/her employment for the purpose of serving in the military or naval forces of the United States and who does or did so serve or was or shall be rejected for such service, shall, except as is otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such member of the bargaining unit shall be deemed to have resigned or to have ended his/her employment until the expiration of two (2) years from the termination of said military or naval service by him/her.

c. Leave of absence with pay shall be granted to any member of the bargaining unit for the period of time of his/her appearance before local draft boards or draft appeal boards, or for physical examinations ordered by such boards.

d. A member of the bargaining unit who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the date on which he/she is ordered to report to the draft board until the time of his/her rejection, and, in addition for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection therewith.

4. Court Leave

a. Members of the bargaining unit who are called for jury duty shall be granted court leave. Members of the bargaining unit shall file notice of service with
the President of the College immediately upon receipt of summons.

b. If jury fees received by a member of the bargaining unit amount to more than his/her regular rate of compensation, he/she may retain the excess of such fees and shall turn over the regular rate of compensation, together with a court certificate of service, to the President, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than his/her regular rate of compensation, he/she shall be deemed to be on leave of absence with pay and shall turn such fees over to the President with a court certificate of service.

c. Expenses reimbursed by the court for travel, meals, room hire, etc., shall be retained by the member of the bargaining unit and shall not be considered part of the jury fees.

d. Members of the bargaining unit who are summoned to appear as witnesses on behalf of any town, city, county, state, or the federal government shall be granted court leave; provided, however, that if any member of the bargaining unit is summoned to appear as a witness because of the duties of an additional position, whether part-time or not, with a city, town, county, state or the federal government or otherwise, such member of the bargaining unit shall not be granted court leave with pay. Members of the bargaining unit shall file notice of service with the President upon receipt of summons.

e. Witness fees and all other fees except jury fees shall be paid to the President of the College. Whenever a member of the bargaining unit is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during his/her vacation or, in the case of faculty and Campus School Teachers, without the academic or school year, there shall be no necessity to account for any fees received during such period.

f. Expenses reimbursed the member of the bargaining unit for travel, meals, room hire, etc., shall be retained by him/her and shall not be considered as part of the witness fees.

g. When a member of the bargaining unit has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall
report back to his/her official place of duty whenever the interruption in jury or witness service shall permit four (4) or more consecutive hours of employment.

h. Court leave shall affect no employment rights.

i. Court leave shall not be granted when a member of the bargaining unit is the defendant or is engaged in personal litigation.

5. Other Leaves

Such other leaves as are herein authorized shall also be available to members of the bargaining unit, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President.

a. To permit members of the bargaining unit who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, the President shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such service.

b. Members of the bargaining unit shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board shall immediately initiate a worker’s compensation claim and further payments because of such prophylactic inoculation shall cease.

c. Members of the bargaining unit shall be entitled to leave of absence with pay for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

d. Leave of absence with pay may be granted for the following absence:

i. Red Cross blood donations.

ii. Oral and written examination for the State service conducted by the Division of Civil Service or the Division of Registration.

iii. Practical and written examination for the renewal or upgrading of marine licenses conducted by the United States Coast Guard.
iv. Physical examination for the State service conducted by the Division of Civil Service or the Division of Registration.

v. State Retirement physical examinations.

vi. To attend hearings in Industrial Accident cases as the injured person or as a witness therein. Any witness fees received for such attendance shall be refunded to the Board.

e. Leave of absence with pay may be granted members of the bargaining unit who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, AMVETS of World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United Spanish War Veterans, Veterans of World War I of the U.S.A., Inc., Vietnam Veterans.

f. Leave of absence with pay, not to exceed two (2) hours, shall be granted to any member of the bargaining unit, if he/she makes written application therefor, to permit him/her to vote in the voting precinct, ward or town in which he/she is entitled to vote, provided that the hour of opening and the hour of closing of the polls at such voting place would preclude his/her working his/her regular hours of employment and his/her traveling to or from the polls.

6. Exclusions from Leave Deduction

Upon the written application of a member of the bargaining unit, made through his/her Department Chair, where applicable, or through the Principal of the Campus School, where applicable, or through the Director, Library, where applicable, Library Chair (Worcester State College) or Library Program Area Chair, as the case may be and where appropriate, the President of the College may grant such member of the bargaining unit permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation or other penalty and such attendance shall be deemed to be a part of the professional duties of such member of the bargaining unit.

7. Vacation Leave

All members of the bargaining unit who are employed to work a twelve (12)-month work year shall be entitled,
during each such year to an annual vacation leave in accordance with and subject to the following provisions.

a. **Vacation Year**

The vacation year shall be the period July 1 to June 30 inclusive.

b. **Vacation Credits**

For service beginning on the first working day of July in any vacation year, vacation credits shall accumulate monthly, as follows:

i. Any member of the bargaining unit who, on such first working day of July, has been employed as such for fewer than eight (8) years shall be credited with two (2) days of vacation leave for each month during such year; provided, however, that during such year he/she shall be credited with only one (1) such day for each of the months of October and February.

ii. Any member of the bargaining unit who, on such first working day of July, has been employed as such for not less than eight (8) but fewer than sixteen (16) years shall be credited with two (2) days of vacation leave for each full month of his/her employment during such year; provided, however, that during such year, he/she shall be credited with only one (1) such day for the month of January.

iii. Any member of the bargaining unit who, on such first day of July, has been employed as such for not less than sixteen (16) years but fewer than twenty-five (25) years shall be credited with two (2) days of vacation leave for each full month of his/her employment during such year; provided, however, that during such year he/she shall be credited with three (3) such days for the month of January.

iv. Any member of the bargaining unit who, on such first day of July, has been employed as such for not fewer than twenty-five (25) years shall be credited with two and one half (2 1/2) days of vacation leave for each full month of his/her employment during such year.
c. **Date of Accumulation**

   Vacation credits shall accumulate with effect at the end of the final working day of each full month of employment.

d. **Scheduling of Vacation Leave: Librarians**

   In establishing vacation schedules, the Director, Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, and the Vice President shall endeavor to permit the taking of vacation at the times requested by each Librarian, subject, however, to the maintenance of librarian services which are required at the College. Librarians shall make reasonable efforts to schedule their vacation plans during the times when the demand for library services at the College is diminished.

   The Director, Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, shall ensure that the vacation allowance is scheduled in such succeeding year in order that the Librarian may not lose vacation credits; provided, however, that vacation credits not so scheduled or taken may be converted to sick leave credits, but only as hereinbefore provided; and provided further that a vacation allowance so scheduled but not taken shall cease to be credited.

   In no event shall vacation leave be accumulated in excess of 64 days without the prior mutual agreement of the Librarian and the Vice President.

8. **Leave Entitlement While on Shipyard Status**

   No paid leave of absence shall be available to any member of the bargaining unit during any period in which such member of the bargaining unit is serving aboard the Training Ship while such ship is on shipyard status, except with the prior approval of the President of the Academy.

9. **Personal Leaves**

   On each July 1, every member of the bargaining unit who is employed to work a twelve (12)-month work year, and every member of the bargaining unit who is employed as a Campus School Teacher, shall be credited with three (3) personal leave days which may be taken during the following twelve (12) months at a time or times requested by the
employee and approved by the Vice President. Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by any June 30 will be forfeited by the member of the bargaining unit.

B. UNPAID LEAVES OF ABSENCE

1. Professional Leave

Upon the application of a member of the bargaining unit, the President of a College may grant to such member of the bargaining unit leave without pay for such term, upon such condition and for such purpose as he/she may determine. The purposes for which a member of the bargaining unit may submit his/her application for such unpaid leave include, but shall not be limited to:

a. Advanced study, including creditable service at sea for the purpose of the renewal or upgrading of licenses;

b. Participation in an exchange-teaching program;

c. Participation in a cultural program related to his/her professional responsibilities;

d. Service in a public office to which he/she has been elected or appointed;

and for such other purposes as may be allowed under the laws of the Commonwealth.

Any member of the bargaining unit granted an unpaid leave of absence shall retain those benefits accrued during the period of his/her leave which are permitted by statute and the policies of the Coordinating Council; provided, however, that the period of any such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior-accrued seniority.

2. Maternity Leave

Any female member of the bargaining unit who has been employed full-time for at least three (3) consecutive months, who has given notice at least two (2) weeks prior to her anticipated date of departure, and who has given notice of her intention to return to her employment at the College, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for the purpose of adopting a child under
three years of age; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the President may, by agreement with the person in question, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

Any member of the bargaining unit taking such a maternity leave shall, upon her return to work, be restored to her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such restoration shall be subject to all the applicable provisions of Chapter 149, Section 105D, of the General Laws. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by the pregnancy, miscarriage, childbirth and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

Maternity leave shall not affect the right of any member of the bargaining unit to continue to accumulate sick leave.

3. Family Leave

Upon written application to the President, including a statement of reasons, any member of the bargaining unit who has been employed at least three (3) consecutive months, who has given notice at least two (2) weeks prior to his/her anticipated date of departure, and who has given notice of his/her intention to return to his/her employment at the College, may be granted family leave from such employment for a period not exceeding one academic year; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the President may, at his/her sole discretion, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

The purposes for which a member of the bargaining unit may submit his/her application for such unpaid leave include, but shall not be limited to:

a. The need to care for, or to make arrangements for the care of, a minor child of the member of the bargaining unit, whether or not such child is the natural, adopted or stepchild of such member of the bargaining unit;
b. To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted, or stepchild of such member of the bargaining unit; or

c. The need to care for a member of the bargaining unit member's immediate family.

Any member of the bargaining unit taking such a family leave shall, upon his/her return to work, be restored to his/her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such restoration shall be subject to all the applicable provisions of Article X of this Agreement.

A member of the bargaining unit on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such member of the bargaining unit shall regain his/her right to use such accumulated sick leave.

4. Family and Medical Leave

Nothing contained in this Agreement shall be deemed to abridge any right conferred on any member of the bargaining unit or on either of the parties hereto by the Family and Medical Leave Act of 1993 (P.L. 103-3) as the same may be amended from time to time.

C. INSURANCE

1. Insurance

Every member of the bargaining unit who shall have paid such premium or share thereof as is required by law shall be afforded such group health insurance, group accidental death and dismemberment insurance and group life insurance as may be provided from time to time under and in accordance with the applicable provisions of Chapter 32A of the General Laws.

2. Worker's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.
3. Protection of Members of the Bargaining Unit

The parties recognize that members of the bargaining unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws.

4. Nurses Malpractice Insurance

The Board shall provide the sum of up to One Hundred Twenty Dollars ($120.00) annually to each nursing faculty member of the bargaining unit who is required as a condition of his/her employment to carry malpractice insurance; provided, however, that each such member of the bargaining unit shall utilize such funds for the purchase of such insurance as is required to be maintained, and shall maintain the same in force and effect during each such year so required.

D. TAX-DEFERRED ANNUITIES

The Coordinating Council shall continue its policy of permitting the purchase of annuities by members of the bargaining unit pursuant to the provisions of Chapter 15, Section 18A, of the General Laws.

E. HEALTH AND SAFETY

The parties recognize the need to maintain and preserve safe and healthful working conditions, and to this end, they agree to consult from time to time pursuant to the provisions of Article III, Section C, of this Agreement.

F. TRAVEL EXPENSES

Subject to the following provisions, all members of the bargaining unit shall be compensated for travel expenses for which prior authorization has been given by the President:

1. For expenses incurred for travel that is required in the discharge of the prescribed duties of a member of the bargaining unit and that is authorized as such by the President, a member of the bargaining unit shall be reimbursed as follows:

   a. Whenever use of a member of the bargaining unit's private car is necessary and has been so authorized, the approved mileage rate and the costs of parking and tolls shall be allowed.
b. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed.

c. Transportation between a member of the bargaining unit's home and the College shall not be reimbursable.

d. Reasonable charges for hotel rooms shall be reimbursable. Receipted bills shall be submitted for such charges.

e. Reasonable tips, including those for meals, shall be reimbursable.

f. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as, by way of example, valet service, entertainment and laundry service.

g. Members of the bargaining unit shall be reimbursed for meals when on full travel status, which is defined as being temporarily absent from their home on assignment to duty for more than twenty-four (24) hours.

h. Such reimbursement shall be allowed for actual meal expenses incurred, including tips not to exceed the following amounts unless higher amounts shall have been approved by the Commonwealth: breakfast, $2.50; lunch (midday meal), $4.00; supper (evening meal), $7.00; provided that the maximum prescribed herein for lunch and supper may be reversed at the option of the person when he/she is entitled to both meals in one day. These rates shall apply to the European Plan only.

i. For travel status of twenty-four (24) hours or more, the following are the allowances on the first day: when travel status begins before 6:00 a.m., the member of the bargaining unit shall be entitled to breakfast, midday and evening meals. When the travel status begins between 6:00 a.m. and noon, the member of the bargaining unit shall be entitled to the midday and evening meals. When travel status begins between noon and 6:00 p.m., the member of the bargaining unit shall be entitled to the evening meal.

j. When travel status of a twenty-four (24) hour period or more ends between 6:00 a.m. and noon, the member of the bargaining unit shall be entitled to breakfast. For travel ending between noon and 6:00
p.m., breakfast and the midday meal shall be allowed. For travel ending after 6:00 p.m., breakfast and the midday and evening meals shall be allowed.

k. Breakfast at the beginning and the evening meal at the end of full travel status shall not be allowed unless the claim is accompanied by a statement of the necessity for early departure or later return.

1. For travel of one day's duration starting before 6:45 a.m. the member of the bargaining unit shall be entitled to the breakfast allowance. In no event shall the midday meal be allowed for travel of less than twenty-four hours' duration. In the case of the breakfast allowance, every claim for reimbursement must state the time of departure; in the case of the evening meal allowance, every claim for reimbursement must state the time of arrival home. Such claim must also state the necessity for early departure or late return.

Every claim for reimbursement made pursuant to the provisions of paragraph 1 shall be made on such form and, subject to the foregoing provisions, in such manner as may from time to time be approved by the President.

2. In order to facilitate and encourage participation by members of the bargaining unit in professional conferences, meetings and other activities related to the performance and development of their role as professional academics, the President may, in accordance with past practice but only insofar as it is possible and feasible so to do, approve the request of a member of the bargaining unit to pay, in whole or in part, such travel expenses as shall have been incurred by such member of the bargaining unit for the foregoing purpose, but only the following such expenses:

a. Whenever a member of the bargaining unit's private car shall have been used, the approved mileage rate.

b. Whenever any other mode of transportation shall have been used, the cost of fares.

c. Reasonable charges for hotel rooms, receipted bills in respect of such charges having been submitted.

d. Reasonable tips other than those for meals.
e. Actual meal expenses incurred, including tips, provided, however, that any reimbursement that may be so paid shall not exceed the following amounts unless higher amounts shall have been approved by the Commonwealth:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$2.50</td>
</tr>
<tr>
<td>Lunch (midday meal)</td>
<td>$4.00</td>
</tr>
<tr>
<td>Supper (evening meal)</td>
<td>$7.00</td>
</tr>
</tbody>
</table>

Every request for reimbursement made pursuant to the provision of paragraph 2 shall be made on such form and, subject to the foregoing provision, in such manner as may be from time to time approved by the President.

The President shall, at his/her sole discretion, determine whether and in what amount any moneys shall be paid to any member of the bargaining unit as reimbursement for travel expenses pursuant to the provisions of this paragraph 2.

Nothing in this paragraph 2 shall be deemed to derogate from the right of any President to allocate travel moneys to departments or program areas within a College in such manner and subject to such criteria as the President may deem appropriate.

3. Nothing in the foregoing provisions of this Section F shall be deemed to be of application to any member of the bargaining unit in respect of any period spent on board the Training Ship or any other vessel owned or operated by the Massachusetts Maritime Academy, irrespective of whether such ship or vessel is on cruise status; provided, however, that the foregoing provisions of Section F shall be of application, in accordance with such provisions, to travel expenses incurred by a member of the bargaining unit while serving aboard such ship or vessel, when such ship or vessel is on cruise status or shipyard status if such expenses are incurred while away from such ship or vessel.

G. TUITION WAIVER

1. Waiver

The following tuition waiver provisions shall be of application during the term of this Agreement.

The spouse and/or child or children, including any such adopted or stepchild or children, of any present,
former, retired or deceased member of the bargaining unit represented by the Massachusetts Teachers Association/NEA, who, after the date of execution of this Agreement, shall have been admitted as a student in the regular day program, or in any program of Continuing Education, at any Massachusetts State College, shall be entitled to enroll as a student in such program without the payment of tuition.

In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctorate of Medicine at the University of Massachusetts Medical School, shall be entitled to matriculate as a student without the payment of any tuition; provided, however, that in the case of any course in any program of Continuing Education tuition shall be remitted in the amount of fifty percent (50%) thereof.

2. Remission

The following tuition remission provisions shall be of application during the term of this Agreement.

The parties agree to continue in effect the present policy of the Coordinating Council acting through the Chancellor, regarding tuition remission applicable to all unit members, their spouses and dependent children. Such policy shall provide for full tuition remission in all institutions of public higher education in the Commonwealth exclusive of the University of Massachusetts Medical School, and shall, additionally, make provision for fifty percent (50%) tuition remission in courses in continuing education.

H. DEPENDENT CARE ASSISTANCE PLAN (DCAP)

1. The Coordinating Council acting through the Council of Presidents agrees to enable bargaining unit members, who so elect, to participate in any Dependent Care Assistance Plan (DCAP) that is generally made available to employees of the Commonwealth.

2. No dispute over a claim for any benefits extended by this plan shall be subject to the grievance procedure.

3. It is expressly understood and agreed that the Coordinating Council does not accept, nor is it to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any benefit extended by the Plan.
I. HEALTH AND WELFARE

1. Benefit

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust made pursuant to the predecessor to this Agreement such health and welfare benefits as are to be extended by the Health and Welfare Fund to employees and/or their dependents.

2. Funding

Commencing with effect on July 2, 1995, the Commonwealth shall contribute to the Health and Welfare Fund on behalf of each full-time employee equivalent a total of Seven Dollars ($7.00) per calendar week. In addition thereto the Commonwealth shall, as promptly as is practicable following the execution of this Agreement, contribute to the Fund an amount equal to Two Hundred Sixty-Three Thousand Dollars ($263,000.00).

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the October payroll period during such fiscal year; or as of the last payroll period in the month for those on a weekly payroll.

The contributions made by the Commonwealth to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund.
Article IV - Supplemental Benefits and Holidays

The contributions shall be made by the Commonwealth in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Nothing herein contained shall be deemed to obligate the Council or any College to make any contribution to the Health and Welfare Fund.

3. Non-Grievability

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure.

4. Employer's Liability

It is expressly agreed and understood that the Coordinating Council and the Colleges do not accept, nor are they to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Commonwealth's liability shall be limited to the contributions required by Section 2 above.

J. MISCELLANEOUS PROVISIONS

1. Members of the bargaining unit on leave of absence for whatever reason shall relinquish their rights to take part in campus activities, including voting privileges and participation in or attendance at committee meetings, during the periods of such leaves of absence.

2. Unpaid professional leaves of absence for members of the bargaining unit may be granted for any period of time but will not ordinarily be granted for periods in excess of two (2) consecutive work years, and in no event will they be granted for more than three (3) consecutive work years.

3. Members of the bargaining unit on leaves of absence shall not be eligible for promotion or for any distinguished service award during the period of any such leave save in accordance with the provisions of Section L of Article VIII of this Agreement.
K. HOLIDAYS

1. Paid Holidays

The following legal holidays will be observed as paid holidays during the term of this Agreement:

New Year's Day
Martin Luther King Day
Washington's Birthday
*Evacuation Day
Patriots' Day
Memorial Day
*Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

* For Librarians working in Suffolk County only.

2. Compensation for Working on Holiday for Librarians

Any Librarian scheduled to work on a holiday and who does work on that holiday shall be granted a compensatory day off within the next succeeding sixty (60)-day period. The specific day off may be requested by the individual Librarian, subject to the approval of the Director, Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate. If the compensatory day off is not granted by the administration within the sixty (60)-day period, such Librarian shall be paid at the rate of one (1) additional tour of duty for working a holiday.

3. Exceptions

Any unit member not scheduled to work on a holiday during the applicable work year, shall not suffer a loss of pay for such holiday unless such unit member is on leave without pay or absent without pay on any part of a scheduled work day immediately preceding the holiday or any part of a scheduled work day immediately following the holiday.

Any Librarian scheduled to work on a holiday who fails to report as scheduled shall be recorded as absent without pay unless the Librarian properly notifies the Director, Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, at least one (1) hour prior to the beginning of the scheduled tour of duty.
and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement, warrants the granting of a paid leave of absence for such day; provided, however, that when sickness is the reason for such absence, the Librarian may be required to produce evidence in the form of a doctor's certificate within the next succeeding seven (7)-day period.

When a Librarian, who is absent by reason of sickness on a scheduled holiday, complies with these procedures, no sick leave credit previously earned shall be applied for the holiday, and the holiday shall be granted but no additional day off shall be provided. This provision shall be of no application to Section B of this Article IV.

4. Additional Holidays

A Librarian not otherwise entitled to the Suffolk County holidays and who is scheduled to work on such holiday shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken by the Librarian at a time approved by the Director, Library, Chair, Library (Worcester State College) or Library Program Area Chair, as may be appropriate, within the next succeeding sixty (60)-day period.

5. Religious Holidays

In accordance with Chapter 151B of the Massachusetts General Laws, employees shall be permitted to observe religious holidays consistently with the requirements of their religious tenets.
ARTICLE IV-A — STUDY COMMITTEES

A. Study Committee on Certain Rights and Interests

There shall be established a study committee whose membership shall consist of three (3) persons appointed by the Council of Presidents and ten (10) persons appointed by the Association.

The Committee shall make a study of, and shall report to the Council of Presidents and to the Association on, each of the following matters:

(a) the means by which provision might be made for insuring against the loss of income that members of the bargaining unit may suffer by reason of long-term disability;

(b) the means by which provision might be made for early retirement on the part of members of the bargaining unit; and

(c) the means by which provision might be made for the appropriate allocation of rights to intellectual property as between the Colleges and members of the bargaining unit.

The Committee shall complete and submit its report or reports to the Council of Presidents and to the Association no later than December 31, 1996.

B. Study Committee on Salary Equity

There shall be established a study committee whose membership shall consist of four (4) persons appointed by the Council of Presidents and such number of persons, being the Association's bargaining team, as are appointed by the Association.

The Committee shall make a study of, and shall report to the Council of Presidents and to the Association on, the matter of salary equity. The Committee shall complete and submit its report to the Council and to the Association no later than December 31, 1995.
ARTICLE V - ACADEMIC FREEDOM AND RESPONSIBILITY

A. ACADEMIC FREEDOM

The parties endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education. The parties agree to promote public understanding and support of academic freedom and agreement upon procedures to assure academic freedom in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of his/her research, and to full freedom in the classroom in discussing his/her subject, most specifically in the selection of his/her classroom materials including selection of texts. The teacher is entitled to discuss controversial issues. As both a teacher and scholar he/she recognizes his/her professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

A faculty member has the right to determine the amount and character of the work and other activities he/she pursues outside the College provided such work and other activities do not interfere with the discharge of his/her responsibilities under the terms of this Agreement.

B. ACADEMIC RESPONSIBILITIES

Academic freedom carries with it correlative responsibilities.

The faculty member has the responsibility to his/her colleagues and the College community to preserve intellectual honesty in his/her teaching and his/her research. He/she respects the free inquiry of his/her associates and avoids interference in their work.
The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the several colleges will be made by their most valuable resource, the faculty. The college or university teacher is a citizen and a member of a learned profession affiliated with an educational institution. When he/she speaks, writes, or expresses himself/herself in any other fashion as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate when he/she is not an institutional spokesman.

Institutions of higher education are committed to the search for truth and knowledge and to contribution to the solution of problems and controversies.
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.

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; and

15. 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

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.

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 case of every person who is serving as a Department Chair on the date immediately preceding the date of execution of this Agreement and whose term of office as such would, but for the foregoing provision, expire on a date other than June 30, such term of office shall be extended to the June 30 next following the date on which it would otherwise expire.

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.

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.

(b) 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.

(c) **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 Department 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.
Only members of the bargaining unit shall be eligible to vote in making recommendations pursuant to the provisions of this Section B.

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 parties recognize that the recall of a Department Chair by department members is an unusual occurrence and that such recall should be based upon extraordinary circumstances. The parties agree therefore that 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.

1. 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.

2. Formal Procedures

a. 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.

b. 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.

c. 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 Department Chair.
### 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:

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

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

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

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 leave of absence that is not to expire sooner than the expiration of the then-current semester) who are teaching on March 1 of the academic year preceding the academic year for which the reduction is granted. (Twelve semester hours of credit of
Article VI – Selection And Responsibilities Of Department Chairs

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

1. 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.

2. Stipends

In consideration of the foregoing, commencing with effect on September 1, 1995, every Department Chair shall be paid a stipend for each academic semester in an amount equal to Seven Hundred Fifty Dollars ($750.00); 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 proportion 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 first be charged against the educational needs moneys that are made available at such College pursuant to Article XIV, §G(1).

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:

1. 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.

2. **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.

3. **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.

4. **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
Article VI - Selection And Responsibilities Of Department Chairs

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.

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

1. 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.
2. Libraries

With effect on July 1, 1984, 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 be constituted and shall be deemed to be a program area. At any such College, the President shall designate one among the Librarians who are members of the bargaining units 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 the 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 Chair of the Program area 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.
3. Campus Schools

Each Campus School shall be deemed to be a program area for the purposes of this Agreement.

K. DEPARTMENTS OF NAVAL SCIENCE AND MEDICAL SERVICES, MASSACHUSETTS MARITIME ACADEMY; DEPARTMENT OF THE LIBRARY, WORCESTER STATE COLLEGE; ROTC PROGRAMS

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

L. APPLICATION OF CERTAIN PROVISIONS OF THIS ARTICLE TO PROGRAM CHAIRS AND TO THE CHAIR OF THE LIBRARY AT WORCESTER STATE COLLEGE

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 the said Section G(2), to all persons who from time to time hold the position of Program Area Chair at any State College and to any person who from time to time holds the position of Chair of the Library at Worcester State College.

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.
ARTICLE VII – PARTICIPATION IN THE DECISION-MAKING PROCESS

A. INTRODUCTION

In recognition of the fact that the faculty and librarians have fundamental and unique responsibilities in matters affecting the academic well-being of the several State Colleges, the parties hereby agree to establish a firm basis for the professional role of faculty, teachers and librarians in the decision-making process at the several State Colleges; provided, however, it is understood and agreed that the provisions of this Article VII shall be of no application to part-time members of the bargaining unit except as otherwise provided in Article I, Section F, Entitlement.

It is therefore fitting that such unit members assume a primary role in academic decision-making at the several State Colleges in accordance with the terms of this Agreement.

B. THE ALL-COLLEGE COMMITTEE: MEMBERSHIP AND RESPONSIBILITIES

1. Establishment of the All-College Committee

In order to insure participation by all members of the bargaining unit, by students and by administrators in the formulation of policies affecting such academic matters of common concern as are hereinafter prescribed, with effect on September 1, 1995, there shall be established at each College an All-College Committee. The Committee shall consist of:

(i) five (5) representatives of members of the bargaining unit;

(ii) three (3) student representatives; and

(iii) three (3) administrative representatives,

who shall be chosen at each College as follows:

a. Selection of Representatives from the Bargaining Unit

On or between May 1 and May 31 of each academic year, the bargaining unit representatives to the Committee shall, under the auspices of the Association, be selected from among the members of the bargaining unit in accordance with the practice and procedure adhered to in the selection of members to serve for the 1994-1995 academic year.
Notice of the procedures for selecting unit members shall be published as an official Association communication at least ten (10) days prior to the date on which such selection is to take place. The term of office of each representative shall commence on the September 1 following such selection and shall end on the next following September 1. Except as is otherwise provided in this Agreement, all members of the bargaining unit as described in Article I, Section A, of this Agreement shall be eligible for membership on the All-College Committee.

In providing for the selection of unit member representatives to the All-College Committee and to every other committee constituted pursuant to the provisions of this Article VII, the Association agrees to conduct the selection fairly and equitably and without reference to whether any member or members of the bargaining unit is or are a member or members of the Association.

b. Selection of Student Representatives

The three (3) student representatives to the Committee shall be selected under the auspices of the Student Government Association within thirty (30) days after the student ratification of this Article in accordance with Sections G and H hereof and, thereafter, on or between April 15 and May 31 of each succeeding academic year; provided, however, that at the Massachusetts Maritime Academy, of the three (3) student representatives, one (1) shall be selected under the auspices of the Student Government Association and two (2) under the auspices of the cadet officers of the Regiment of Cadets. Notice of the procedures for nominating and selecting student members shall be published as an official College communication at least ten (10) days prior to the date on which such selection is to take place. The term of office of each student representative shall be from the date of his/her selection to the date of his/her successor's selection on or between the April 15 and May 31 next following. All full-time students of the College shall be eligible to serve on the All-College Committee.

c. Administrative Representatives

The three (3) administrative representatives to the Committee shall be appointed from time to time by the President of the College and shall serve at his/her discretion. Notice of such appointments shall be thereafter published as an official College communication.
d. **Vacancies on the All-College Committee**

In the event that any duly selected member of the bargaining unit or student representative to the Committee shall be unable or unwilling to serve in that capacity, the Chapter President or the President of the Student Government Association, as the case may require, shall appoint a successor representative to complete the term of the retiring member. Such selection shall be made within thirty (30) days after the Chair of the Committee shall have given notice to either such President that such vacancy exists.

2. **Officers of the All-College Committee**

At the first meeting of the Committee convened on or after September 1 of each academic year, which meeting shall be convened by the President of the College prior to September 15 in such year, a Chair, a Vice-Chair and a Secretary of the Committee shall be elected by and from among the membership thereof; provided, however that the Chair of the All-College Committee shall be a unit member elected by and from among the members of the Committee. All nominations shall be from the floor and elections shall be by written ballot. A majority vote of all the members present shall be necessary for the election of each such officer. The officers of the Committee shall serve until the next subsequent election and shall take office immediately upon election. An officer shall be eligible for re-election.

Whenever, other than by virtue of the expiration of a term of office, there shall be a vacancy in any office of the Committee, then, pursuant to the procedures prescribed in this Section, there shall be an election of such officer as may be required to fill the vacancy until the expiration of the then current terms of office.

3. **Duties of Officers**

a. The Chair shall:

i. Preside at all meetings of the All-College Committee;

ii. Make provisions for the discharge, pro tempore, of the duties of members who are absent; and

iii. Carry out assignments and instructions given to him/her by vote of the Committee.
b. The Vice-Chair shall:
   i. Be an aide to the Chair; and
   ii. In case of the absence or disability of the Chair pro tempore, assume and perform the duties of the Chair.

c. The Secretary shall:
   i. Maintain minutes, records and reports of the Committee; and
   ii. Regularly forward copies of such minutes, records and reports to the members of the Committee, the President of the Student Government Association, the Chapter President, the President of the College, and the Department Chairs for posting.

The administration shall provide secretarial services to the Chair and Secretary of the Committee in order to allow them to fulfill the duties of their offices.

4. Meetings of the All-College Committee

The Committee shall meet regularly during the academic year at such times and places as may be convenient to its members and in such manner as will permit it to complete its work. In the case of all meetings, an agenda shall be published. The Committee shall meet at the call of its Chair or at the request of a majority of any constituency of voting representatives.

The All-College Committee shall establish an Executive Committee with full power to meet and carry out the work of the All-College Committee during the months of June, July and August and at such other times when the College is in recess for ten (10) or more consecutive working days. The membership of the Executive Committee shall consist of six (6) individuals drawn from the membership of the All-College Committee. The six (6) members shall be elected by the All-College Committee and shall include two (2) bargaining unit representatives, two (2) student representatives and two (2) administrative representatives. During such period, a quorum of the Executive Committee shall consist of one (1) bargaining unit representative, one (1) student representative and one (1) administrative representative.
5. **Responsibilities of the All-College Committee**

The All-College Committee shall encourage the participation of all members of the bargaining unit, members of the College administration, and members of the student body in the process of decision making. The Committee shall be the primary agency for coordinating and implementing such participation in accordance with the provisions of this Article. Whenever any matter is submitted by any person who is a member of the College community for consideration by the All-College Committee or any of its standing committees, such matter shall be submitted to the All-College Committee and shall thereafter be promptly referred by the Committee to such standing committee, if any, within whose purview such matter falls; provided, however, that in the event that there shall be no standing committee within whose purview such matter falls, the All-College Committee shall, in accordance with Section D(3) hereof, refer such matter to an ad hoc committee. Such assignments to standing committees shall be made in accordance with the duties of such committees as they are hereinafter set forth.

Through the vehicle of official minutes, the All-College Committee shall monitor the proceedings of the standing committees constituted pursuant to the provisions of this Article. All recommendations and reports from any standing or ad hoc committee shall, without exception, be made to the All-College Committee in accordance with the provisions of this Agreement. The All-College Committee may take up and act upon any recommendation, report or other matter submitted to it by any standing or ad hoc committee, provided only that a majority of its members shall have voted to do so. No later than thirty (30) days following its receipt thereof, the All-College Committee may, by majority vote, make to the President such recommendation as it deems appropriate concerning any recommendation or report that has been made to it by any standing or ad hoc committee. During that thirty (30) day period the All-College Committee may request of the President an additional thirty (30) days within which to make such recommendation.

Whenever any recommendation of the All-College Committee shall be contrary in whole or in part to any recommendation or report of a standing or ad hoc committee, the All-College Committee shall, with its own recommendation, transmit to the President, a copy of the recommendation or report of such committee. When conducting its own review of a matter, the All-College Committee shall make every effort to resolve any conflicts and difference in the recommendations of standing committees prior to their being transmitted by such committees to the appropriate administrative officer.
The parties recognize that the Board of Trustees has the statutory responsibility for development of the institutional Five (5) Year Plan and its annual updates and for the submission thereof to the Higher Education Coordinating Council.

The parties further recognize the desirability of providing all segments of the College Community an opportunity to participate in the preparation of the Five (5) Year Plan and its annual updates. The parties agree that the Board of Trustees, acting through the President, shall establish a timetable for the development of the Five (5) Year Plan and its annual updates which shall provide for such participation. In addition, in order to insure full participation the President of the College shall submit to the All-College Committee a draft of the Five (5) Year Plan and update for its review and recommendation prior to its adoption by the Board of Trustees.

A copy of all minutes of the All-College Committee, together with any reports and recommendations, shall be sent to the administrative officer within whose purview such matter falls and to the President of the College, to the Chapter President and to the President of the Student Government Association.

C. THE PRESIDENT OF THE COLLEGE: ROLE AND RESPONSIBILITIES

All recommendations of the All-College Committee, or of any of its standing committees, or of any other committee established under the terms of this Agreement shall be transmitted to the President of the College for final review.

In reviewing such recommendations and prior to making any decision in respect of the specific subject matter thereof, the President shall consider any recommendations, then current, made by any committee or other body in respect of such specific subject matter, giving due weight to the knowledge and expertise of the members of such committee or other body. Whenever the President shall have declined to accept, in whole or in part, any recommendation made to him/her pursuant to the provisions of this Article, he/she shall, within a reasonable time thereafter, transmit his/her reasons therefor in writing to the committee or other body by which such recommendation shall have been made.

The parties hereby recognize and agree that, without derogating from the exclusive rights of the Association as those are provided for in Chapter 150E of the General Laws, the President and the Board may, in making decisions and in considering recommendations, consult with those persons or bodies that he/she or it think necessary or desirable.
D. COMMITTEES OF THE COLLEGE

1. Standing Committees of the College

a. Establishment of the Standing Committees of the College

With effect on September 1, 1995, there shall be established at each College the following standing committees:

i. Curriculum Committee,

ii. Academic Policies Committee,

iii. Student Affairs Committee,

iv. Long-Range Planning Committee.

At the option of the All-College Committee a Teacher Education Council, as is hereinafter provided, may be established as a standing committee at any College.

i. Curriculum Committee

The Curriculum Committee shall consist of sixteen (16) members of the bargaining unit, three (3) students, and three (3) administrators; provided, however, that in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College, the Curriculum Committee shall be composed of ten (10) members of the bargaining unit, two (2) students, and two (2) administrators.

The representatives of the bargaining unit shall be selected under the auspices of the Association from among the members of the bargaining unit who are employed at the College. The representatives so elected shall serve from the September 1 following said election until the next following September 1.

Representatives chosen from among the members of the bargaining unit in accordance with the foregoing provisions shall be eligible to succeed themselves as representatives to the Curriculum Committee.

Except as is otherwise provided in this Agreement, all members of the bargaining unit as set forth in Article I, Section A, of this
Article VII - Participation In The Decision-Making Process

Agreement shall be eligible to serve as representatives to the Curriculum Committee.

Within thirty (30) days after the date on which the students at each College shall have ratified this Article in accordance with the provisions of Sections G and H hereof, the student representatives shall be selected under the auspices of the Executive Committee of the Student Government Association at the College; provided, however, that only students who will be full-time juniors or seniors during their service in office shall be eligible to be selected to serve as such representatives; and provided further that at the Massachusetts Maritime Academy, one (1) of such representatives shall be selected under the auspices of the cadet officers of the Regiment of Cadets. The representatives first so selected shall serve until their successors are chosen pursuant to these provisions between April 15 and May 31 of each calendar year.

The administrative representatives to the Committee shall be appointed by the President of the College and shall serve at his/her discretion.

ii. Academic Policies Committee

The Academic Policies Committee shall consist of sixteen (16) members of the bargaining unit, at least one (1) of whom shall be a Librarian, three (3) students, and three (3) administrators; provided, however, that in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College, the Academic Policies Committee shall be composed of ten (10) members of the bargaining unit, at least one (1) of whom shall be a Librarian, two (2) students, and two (2) administrators.

The representatives of the bargaining unit shall be selected from among the members of the bargaining unit who are employed at the College, such selection to be conducted in accordance with the applicable provisions of the foregoing paragraph (i). The representatives so selected shall serve from the September 1 following said selection until the next following September 1.

Representatives chosen from among the members of the bargaining unit shall be eligible
to succeed themselves as representatives to the Academic Policies Committee.

Except as is otherwise provided in this Agreement, all members of the bargaining unit as set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Academic Policies Committee.

Within thirty (30) days after the date on which the students shall have ratified this Article in accordance with the provisions of Sections G and H hereof, the student representatives shall be selected in accordance with the applicable provisions of the foregoing paragraph (i); provided, however, that at the Massachusetts Maritime Academy, one (1) of such representatives shall be selected under the auspices of the cadet officers of the Regiment of Cadets and one (1) under the auspices of the Executive Committee of the Student Government Association. The representatives first so selected shall serve until their successors are chosen pursuant to the foregoing provisions between April 15 and May 31 of each calendar year.

The administrative representatives to the Committee shall be appointed by the President of the College and shall serve at his/her discretion.

iii. Student Affairs Committee

The Student Affairs Committee shall consist of five (5) members of the bargaining unit, nine (9) students, and five (5) administrators.

The representatives of the bargaining unit shall be selected from among the members of the bargaining unit who are employed at the College, such selection to be conducted in accordance with the applicable provisions of the foregoing paragraph (i). The representatives so selected shall serve from September 1 following said selection until the next following September 1.

Representatives chosen from among the members of the bargaining unit shall be eligible to succeed themselves as representatives to the Student Affairs Committee.

Except as is otherwise provided in this Agreement, all members of the bargaining unit as
set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Student Affairs Committee.

Within thirty (30) days after the date on which the students shall have ratified this Article in accordance with the provisions of Sections G and H hereof, the student representatives shall be selected, from any class at the College, in accordance with the applicable provisions of the foregoing paragraph (i); provided, however, that at the Massachusetts Maritime Academy, five (5) of such representatives shall be selected under the auspices of the cadet officers of the Regiment of Cadets. The representatives first so selected shall serve until their successors are chosen pursuant to the foregoing provisions between April 15 and May 31 of each calendar year.

The administrative representatives to the Committee shall be appointed by the President of the College and shall serve at his/her discretion.

iv. Long-Range Planning Committee

The Long-Range Planning Committee shall consist of five (5) members of the bargaining unit, one (1) student, and one (1) administrator.

The representatives of the bargaining unit shall be selected from among the members of the bargaining unit who are employed at the College, such selection to be in accordance with the applicable provisions of the foregoing paragraph (i).

The representatives first so selected shall serve from September 1 following said selection until the next following September 1.

Representatives chosen from among the members of the bargaining unit shall be eligible to succeed themselves as representatives to the Long-Range Planning Committee.

Except as otherwise provided in this Agreement, all members of the bargaining unit as set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Long-Range Planning Committee.
Within thirty (30) days after the date on which the students shall have ratified this Article in accordance with the provisions of this Article in accordance with the provisions of Sections G and H hereof, the student representative shall be selected from among the sophomores, juniors and/or seniors at the College, in accordance with the applicable provisions of the foregoing paragraph (i); provided, however, that at the Massachusetts Maritime Academy such representative shall be selected under the auspices of the cadet officers of the Regiment of Cadets. The representative first so selected shall serve until his/her successor is chosen pursuant to the foregoing provisions between April 15 and May 31 of each calendar year.

The administrative representative to the Committee shall be appointed by the President of the College and shall serve at his/her discretion.

b. Responsibilities of the Standing Committees

i. Curriculum Committee

After receiving from the All-College Committee any recommendations submitted by any Department Chair or by any member of the College community, the Curriculum Committee, after consultation with any appropriate department or departments, shall from time to time prepare and transmit to the Vice President reports and recommendations with respect to the general coordination and improvement of the College's academic program. In carrying out this charge, the Committee shall evaluate and make recommendations concerning the following:

A. All deletions from, additions to, or changes in the College inventory of courses;

B. Major and general educational requirements and proposed changes therein;

C. Proposals for new major programs of study.

In addition to the foregoing, the Committee shall from time to time conduct a College-wide study of the overall academic program in order to consider and propose major changes in the curriculum design.
Prior to making any decision to establish or disestablish any department at the College, the President shall inform the Curriculum Committee of such intended or pending decision, and the Curriculum Committee may thereafter make any such recommendation in respect thereof as it may deem appropriate. No other provision of this Article VII shall apply to any such decision.

ii. Academic Policies Committee

After receiving from the All-College Committee any recommendations submitted by any member of the College community, the Academic Policies Committee shall from time to time prepare and transmit to the Vice President reports and recommendations with respect to the following:

A. The academic calendar;

B. Academic standards;

C. Standards for admission to the College;

D. Policies governing selective retention;

E. Educational services that the College should render to the local community; and

F. Library services.

iii. Student Affairs Committee

After receiving from the All-College Committee any recommendations submitted by any member of the College community, the Student Affairs Committee shall from time to time prepare and transmit to the Vice President, Student Services, reports and recommendations with respect to the following:

A. Needs of the student population to be served;

B. Student activities, including, at the Massachusetts Maritime Academy, activities of the Regiment of Cadets; and

C. Student participation in the cultural and social activities of the College.
The Committee shall make studies of the practices, policies and trends related to student life at other institutions of higher education in the Commonwealth and in the nation.

iv. Long-Range Planning Committee

After receiving from the All-College Committee any recommendations submitted by any member of the College community, the Long-Range Planning Committee shall from time to time prepare and transmit to the Vice President, or to such other administrator as may be designated from time to time by the President of the College, reports and recommendations with respect to the following:

A. Long-range plans and policy related to the development and utilization of space and facilities at the College;

B. Long-range plans and policy related to the use and availability of faculty support services; and

C. "Five (5) Year Plans" as they relate to space and facilities.

2. Graduate Education Council and Special Committees of the College

a. Establishment of a Graduate Education Council

With effect on September 1, 1995, there shall be established at each College at which there is a graduate education program a Graduate Education Council.

The membership thereof shall be as follows:

i. The President of the College shall appoint three (3) administrators who shall serve at his/her discretion.

ii. Under the auspices of the Association, three (3) members of the graduate faculty shall be selected from among all members of the graduate faculty of the College; and

iii. The members of the Council selected pursuant to the foregoing provisions shall elect one (1) member who shall be a student at the College enrolled in two (2) or more graduate courses.
The terms of office of members of the Committee shall be for the term of this Agreement. Whenever a vacancy shall have occurred in the membership of the Committee, such vacancy shall be filled pursuant to the applicable provisions of the foregoing paragraph.

b. Responsibilities of the Graduate Education Council

Matters in respect of which the Council may make reports and recommendations shall be the following:

i. The changing of course requirements within the existing graduate curricula;

ii. The addition of new courses and the deletion of existing courses within such curricula; and

iii. The criteria to be applied in designating as such members of the graduate faculty.

The Council shall receive and may solicit from the academic departments of the College recommendations pertaining to the preceding item iii.

The Council shall also hear appeals from graduate students to the College's graduate program.

c. Reporting Procedure Applicable to the Graduate Education Council

Anything in this Article VII to the contrary notwithstanding, every report and recommendation made by the Graduate Education Council shall be transmitted directly to the President of the College through the Vice President, and a copy thereof shall be transmitted to the Chapter President and to the Chair of each department that sponsors a graduate program. No such report or recommendation shall be required to be transmitted to the All-College Committee or to any standing or other committee thereof. The Graduate Education Council shall send copies of minutes and its agenda to the All-College Committee.

d. Establishment of Special Committees of the College

Whenever the President of the College, the Chapter President, and, by a majority vote thereof, the All-College Committee shall have agreed upon the establishment of any special committee at any College, such committee shall be established in accordance with the terms of such agreement and shall have such responsibilities and membership and shall exist for such term, not being greater than the term of this
Agreement, as shall have been so agreed upon. Any such committee so established shall be governed by any and every provision of this Agreement, except to the extent that the contrary shall have been so agreed upon, that is of general application to the standing committees otherwise established pursuant to the provisions of this Agreement; provided, however, that the provisions of Section H of this Article shall be of no application to the establishment of any such committee.

3. Ad Hoc Committees

a. Establishment of Ad Hoc Committees

Upon a majority vote, of the members of any one of its three (3) constituencies, or upon the request of the President, the All-College Committee shall from time to time establish one or more ad hoc committees of the College to make recommendations and reports to the Committee in respect of any matter duly referred to it by the Committee pursuant to the provisions of this Agreement. No such ad hoc committee shall be constituted for the purpose of receiving, nor shall any such committee receive, any assignment regarding a matter falling within the purview of any standing committee, any Graduate Education Council, or the Sea Term Council at the Massachusetts Maritime Academy, constituted pursuant to the terms of this Agreement; nor shall any ad hoc committee be constituted for the purpose of receiving, and no such committee shall receive, any assignment regarding any matter agreed to be dealt with through any other process or procedure prescribed or deferred to by this Agreement; nor shall any ad hoc committee be constituted for the purpose of receiving, and no such committee shall receive, any assignment regarding any matter of the kind described in Section J.

Every such ad hoc committee shall be responsible to the Committee for the completion of its assignment.

b. Membership of Ad Hoc Committees

The membership of any ad hoc committee shall consist of at least one (1) representative from the bargaining unit, one (1) student, and one (1) administrative representative and shall in every case consist of an equal number of voting members from among the bargaining unit, students and administrators respectively of the All-College Committee. The number of such representatives shall be determined by the All-College Committee. The representative or
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representatives of the bargaining unit shall be selected under the auspices of the Association; the student representative or representatives shall be selected under the auspices of the Student Government Association and, at the Massachusetts Maritime Academy, the Regiment of Cadets; and the administrative representative or representatives shall be selected by the President.

The ad hoc committee may also invite an administrator, a member of the bargaining unit and/or a student having expertise in the matter being considered by the committee, to assist it in a consultative capacity.

4. Committee Reporting Procedures and Meetings

a. Reporting Procedures

Each of the aforesaid committees, excluding the Graduate Education Council but including any ad hoc committee, shall submit reports and recommendations to the All-College Committee in accordance with the following procedures:

At the time of its submission of any final report and/or recommendation to the All-College Committee, each committee shall simultaneously submit such final report and/or recommendation to the following, namely:

i. the Chapter President;

ii. the President of the Student Government Association and, in the case of the Massachusetts Maritime Academy, the student commanding officer of the regiment of cadets; and

iii. such administrator as may from time to time be designated for such purpose by the President in respect of such committee.

Not later than May 15 of each academic year, each standing committee shall submit to the All-College Committee and to the President a report setting forth its activities during such academic year.

b. Meetings

Each standing committee shall meet regularly during the academic year at such times and places as may be convenient to its members and in such manner as will permit it to complete its work. The College calendar may prescribe a regular weekly period during
which classes are not normally scheduled in order thereby to provide a convenient time during which members of the academic community may attend meetings of the All-College Committee and its committees.

Each member of the All-College Committee and of any of its committees shall have one vote.

Not less than annually, each committee shall elect a chair by a majority vote of all the committee members present at a meeting called for such purpose; each committee shall also elect a secretary who shall record minutes of each meeting of the committee and maintain its records and reports, and who shall regularly forward copies of minutes, records and reports to the Chapter President and the President and the President of the College.

Every committee shall have the prerogative of asking the advice and assistance of any student, member of the bargaining unit, administrator or department committee in the performance of its responsibilities.

5. Notice of Appointments and Selections

Written notification of all appointments and selections to the All-College Committee and to its committees shall be sent by the President of the College, the Chapter President or the President of the Student Government Association, as the case may require, to the All-College Committee, the President of the College, the Chapter President and the President of the Student Government Association.

6. Filling Vacancies on Committees

In the event that any duly selected representative of the bargaining unit, any student representative or any administrative representative serving on any standing, special or ad hoc committee, including the Graduate Education Council, shall be unable or unwilling to serve in that capacity, the Chapter President, the President of the Student Government Association or the President of the College, as the case may require, shall, pursuant to the applicable provisions of this Article, provide for the filling of the vacancy thereby created for the purpose of completing the term of the retiring member.
7. Establishment of a Sea Term Council at the Massachusetts Maritime Academy

a. Membership

The President of the Massachusetts Maritime Academy may establish a Sea Term Council whose membership, if so established, shall consist of the following:

i. The Chairs of the Departments of Marine Transportation and Marine Engineering;

ii. A member of the bargaining unit from the Department of Marine Transportation and the Department of Marine Engineering;

iii. Master, Chief Engineer or Chief Mate of the training vessel;

iv. The Commandant of Cadets; and

v. Three (3) student representatives.

The three (3) student representatives shall be chosen annually in an election conducted under the auspices of the Executive Council of the Student Government Association. One (1) such representative shall be a member in good standing of the second, one (1) of the third, and one (1) of the fourth class of cadets at the Academy.

b. Responsibilities

The Sea Term Council, if so established, shall make recommendations to the President, by way of the Vice President and the Vice President, Student Services and Maritime Training, concerning the following:

i. The itinerary of the annual Sea Term;

ii. The training program of the annual Sea Term; and

iii. The staffing requirements for the annual Sea Term.

E. ROLE OF THE ASSOCIATION AND OF THE STUDENT GOVERNMENT ASSOCIATION

The College Chapter of the Association, by its duly constituted officers, and the Student Government Association at
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each College, by its duly constituted officers, may, respectively, submit a recommendation to the President in respect of any matter that is the subject of a prior recommendation made by the All-College Committee, by any standing committee, including the Sea Term Council at the Massachusetts Maritime Academy, and by the Graduate Education Council, by any special committee or by any ad hoc committee, as they or either of them may deem appropriate.

Whenever the Chapter President and the President of the Student Government Association, or either of them, shall, within five (5) days following the receipt of such recommendation, have given written notice to the President of an intention to make a recommendation in respect of such prior recommendation, the College Chapter of the Association or the Student Government Association may, having given such notice, make any such recommendation within ten (10) days following the receipt of such prior recommendation; provided, however, that whenever, prior to the expiration of such ten (10) day period, the Chapter President and the President of the Association, or either of them, having given such notice, shall have given further notice of any intention to discuss such prior recommendation at a meeting of the faculty or of the students, as the case may be, the College Chapter of the Association or the Student Government Association may, having given such further notice, make any such recommendation within fifteen (15) working days following the receipt of such prior recommendation. Nothing in the foregoing shall be deemed to prohibit either the Chapter President or the President of the Student Government Association from giving both of the aforesaid notices within five (5) days following the receipt of the recommendation in question.

Until the expiration of such period of time or until his/her receipt of any such recommendation from the College Chapter of the Association or from the Student Government Association, whichever shall first occur, the President shall make no final decision in respect of the matter that is the subject of such recommendation.

F. PLANS FOR ACADEMIC REORGANIZATION

Prior to implementing in whole or in part any plan of a kind described in Section A of Article XA and of Article XB of this Agreement, but only to the extent that such plan or part of such plan will, if implemented, change any academic program, curriculum or structure at any one or more of the State Colleges, the Board of Trustees, or the Higher Education Coordinating Council, as the case may be, shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum or structure at any College, through the President of such College to the All-College Committee. A copy of the same shall also be
transmitted to the Chapter President and to the President of the Association. Upon its receipt thereof, the All-College Committee shall refer the same to any such standing committee or committees within whose jurisdiction such plan or part thereof falls, but only to the extent, in the case of each such standing committee, that such plan or part thereof so falls.

At the time of such transmittal, the appropriate Board, acting through the President, shall give written notice to the All-College Committee of the date by which any final recommendation or recommendations are required to be submitted to the President, pursuant to the provisions of this Article VII, in respect of such plan or part thereof; provided, however, that different dates may be so established with respect to different portions of such plan or plans; and provided further that if after its receipt of any recommendation or recommendations from any standing committee, the All-College Committee shall have determined that an extension of time is reasonably required for its consideration of any such recommendation, it shall so notify the President in writing and it shall thereupon be granted, during an academic year, an additional thirty (30) days for such purpose from and after the date first set for the making of any final recommendation. The date or dates that are established pursuant to the foregoing provision for the making of any recommendation in respect of any such plan or part thereof shall govern the making of any such recommendation made, whether by the All-College Committee or otherwise, pursuant to the provisions of this Article VII, anything in such provisions to the contrary notwithstanding.

G. STUDENT ELIGIBILITY

No student may be selected to or continue to serve on the All-College Committee or any committee established hereunder who is not a full-time student and in good academic standing.

H. STUDENT PARTICIPATION IN DECISION-MAKING

1. Acceptance

The parties hereto expressly agree that at each College student participation as provided in this Article shall be subject to acceptance of the terms of this Article to be evidenced by a vote, taken by secret ballot, of the student body which shall be determined by a referendum to be conducted by the Student Government Association at each College not later than sixty (60) days following the date of execution of this Agreement. Every student shall be eligible to vote. A majority of those voting shall be required for acceptance. Acceptance by such vote shall be for the term of this Agreement. The referendum question shall be as follows:
"Shall the students of College participate in decision-making at the college as provided for in the contract executed between the Massachusetts Teachers Association/MSCA and the Higher Education Coordinating Council? Yes _________
No _______________

(Acceptance or rejection shall in no way affect the entitlement of students to participate in other duly authorized student or campus organizations).

The ballots cast in such referendum shall be counted at a meeting open to members of the College community and shall, after completion of the tally, be kept for the duration of this Agreement in the records of the Student Government Association.

2. Effectiveness

Acceptance of this proposal by the students of the College in accordance with the provisions of this Article shall be a condition precedent to the right, at such college, of students to participate in the decision-making procedures provided herein. Non-acceptance shall make the terms of this Article, insofar as they grant to students the right to participate in such decision-making procedures, null and void, but shall in no way otherwise impair any other term of this Article or of this Agreement.

I. COMPLIANCE WITH BOARD TIME SCHEDULES

The parties agree that any assignment, report, recommendation or other action of any committee provided for in this Article shall be completed in compliance with such reasonable time schedules as may be established from time to time by the Board or the President.

Written notice of such time schedules shall be provided by the President of the College to the Chair of the All-College Committee, the Chapter President and the President of the Student Government Association. Notice to the All-College Committee shall be deemed to be notice to all other committees established by or pursuant to the provisions of this Article. In the event that any such committee, having received such notice, shall not have so completed its work, the President or the Board, as the case may be, may in his/her or its discretion make such recommendations or take such actions as he/she or it deems appropriate, and the making of such recommendations or the taking of such actions shall not be in violation of the procedures set forth in any provision of this Agreement.
J. **TRUST FUNDS**

Anything in this Agreement to the contrary notwithstanding, no provision of this Article VII shall be of any application to any person, committee, council or body to the extent that such person, committee, council or body has any responsibilities concerning the administration of any trust fund or funds at any College or Colleges; nor shall any provision of this Article VII be of any application to the curriculum, or to any course of the curriculum, of the Department of Naval Science at the Massachusetts Maritime Academy.

K. **SYSTEM-WIDE TASK FORCES**

1. Whenever a System-wide task force is to be formed, the Chancellor shall inform the Chair of the Council of Presidents and the President of the Association of the creation of that task force and provide the purview of that task force.

2. In the selection of unit members to serve on the task force, the Chancellor shall request the Chair of the Council to submit the names of such unit members. The Chair of the Council of Presidents shall request such names from the President of the Association and shall forward such names to the Chancellor.

L. **CONFLICT OF INTEREST**

No member of the All-College Committee, its standing and ad hoc committees shall be permitted to serve as such while he/she is simultaneously performing duties as a member of any institutional Board of Trustees or the Coordinating Council.

M. **COLLEGE-WIDE ADVISORY COMMITTEES**

Whenever the President of the College shall establish an Advisory Committee to which he/she wishes to appoint representatives of the faculty or Librarians, he/she shall confer with the Chapter President and request the names of nominees for such positions from the Chapter President. The President of the College shall appoint from the nominees provided by the Chapter President.
The following Article VIII - Evaluations (pp. 98A to 98Z) is the Article VIII that was a part of the 1990-1993 Agreement for faculty and librarians in the State Colleges.

Use this Article VIII (including its newly introduced Section 0) and the attached evaluation forms (pp.98AA to 98III), together with the Appendix D-5 appearing at the end of this Agreement, for the conduct of evaluations during the 1995-1996 academic year. Beginning in the spring semester of 1996, however, all student evaluations must be conducted using the new IDEA student evaluation forms (Appendices C-1, C-2, C-3 and C-4 of this Agreement).

All evaluations conducted during the 1996-1997 academic year and thereafter are to be conducted in accordance with the provisions of Article VIII of this Agreement (beginning at p.99) and the forms appearing in the Appendices at the end of this Agreement.

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ARTICLE VIII- EVALUATIONS

Evaluations are conducted for the purposes of making personnel decisions, encouraging and assessing professional and pedagogical experimentation, and 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 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 Sections B(2)(c), D(1), or D(2) thereof. Every member of this 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 matter whatsoever, in conducting an evaluation pursuant to the provisions of this Agreement.

All members of the bargaining unit at each College, other than those who are Campus School Teachers, shall be evaluated in accordance with the following provisions; provided, however, part-time unit members employed at a College other than the Massachusetts College of Art shall continue to be evaluated as they were on February 21, 1989.

A. CRITERIA FOR EVALUATIONS

1. Criteria for the Evaluation of Faculty

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

a. teaching effectiveness, including lectures, seminars, internships and independent study;

b. academic advising, as it is prescribed in Section A(3) of Article XII;

c. 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 academic programs or academic services of the college, or, where applicable, artistic or other creative activities; and membership or participation in or contributions to the professional organiza-
tions and societies or, at the option of the faculty member, research as demonstrated by published or unpublished work or relevant graduate study, including work toward the terminal degree for those without the terminal degree or relevant post graduate study for those with the terminal degree;

d. 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;

e. 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 Chairperson of any department or as the head of a program area pursuant to Article VI, by performing services in a counseling center, facility or program pursuant to Section A(1)(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.

2. Criteria for the Evaluation of Librarians

The following criteria shall be used in the evaluation of all Librarians, including all Librarians at Worcester State College:

a. effectiveness in performing assigned responsibilities within the library;

b. effectiveness in rendering assistance to students, faculty and the academic community;

c. 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 of the college, and membership or participation in or contributions to the professional organizations and societies or, at the option of the Librarian, research as demonstrated by published or unpublished work or relevant graduate study, including work toward the terminal degree for those without the terminal degree or relevant post graduate study for those with the terminal degree;

d. 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;
e. 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 the Chairperson of the Library, 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.

3. Application of the Criteria

The foregoing criteria are to be used as a measure with reference to each work year or years 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 each such year or years, and, in the conduct of any such evaluation, regard may properly be had to evaluations conducted in respect of any prior year or years.

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; and 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 the predecessor Agreement or Agreements shall be applied only to the applicable review period or periods.

4. Selection of Continuing Scholarship Criteria:

Not later than April 30 of each year (and in the case of any unit member in the first year of his/her employment not later than September 30 of such year), each unit member shall submit to his/her Department Chairperson, Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, a written statement identifying the criteria for continuing scholarship upon which he/she shall be evaluated for the purpose of any evaluation conducted with respect to the next following academic year; it being the understanding of the parties that those criteria selected by any unit member on or before September 30 of the first year of his/her employment shall be the basis upon which
such unit member shall be evaluated in respect of any review period that encompasses, whether in whole or in part, such first year of his/her employment. The selection of such criteria shall be made on the form provided herein as Appendix A-1 or A-2 of this Agreement.

B. **FREQUENCY OF EVALUATIONS**

1. **Non-Tenured Members of the Bargaining Unit**

   Every non-tenured member of the bargaining unit shall be evaluated annually.

2. **Tenured Unit Members**

   a. Any tenured unit member 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.

   b. 1) Except as provided in b(2) and b(3), whenever any tenured member of the bargaining unit shall not have been evaluated pursuant to the preceding paragraph (a) during the term of this Agreement, the Department Chairperson shall, during the first semester of the academic year 1992-1993, evaluate the performance of said tenured unit member. Evaluation materials shall consist of:

   i. student evaluations
   
   ii. an updated resume
   
   iii. additional reports for equivalent non-teaching duties including the department chairpersonship the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development.
   
   iv. course documents

   The Department Chairperson shall certify to the Academic Vice President that said tenured unit member has been evaluated and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3(a) of this Agreement.

b. 2) Whenever any tenured Librarian shall not have been evaluated pursuant to the preceding paragraph (a) during the term of this Agreement, the Director, Library, Chairperson, Library (Worcester State) or Library Program
Area Chairperson, as the case may be, shall during the first semester of the academic year 1992-1993, evaluate the performance of said tenured Librarian. Evaluation materials shall consist of:

i. an updated resume

ii. additional evaluation reports for performance of alternative responsibilities as assigned in accordance with Article XII Section D.

iii. self-evaluation which shall include the performance of assigned duties in the Library

iv. course documents and student evaluations where applicable.

The Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, shall certify to the Academic Vice President that said tenured Librarian has been evaluated and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3(b).

b. 3) Whenever any tenured Campus School Teacher shall not have been evaluated pursuant to the preceding paragraph (a) during the term of this Agreement, the Principal of the Campus School shall, during the first semester of the academic year 1992-1993, evaluate the performance of said tenured Campus School Teacher. Evaluation materials shall consist of:

i. self-evaluation

ii. updated resume

iii. additional evaluation reports for assigned non-teaching duties including pupil supervision and alternative professional responsibilities.

iv. relevant curriculum and course documents.

The Principal of the Campus School shall certify to the Academic Vice President that said tenured Campus School Teacher has been evaluated and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3(c) of this Agreement.

c. Upon the recommendation of the Department Chairperson, Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, or the Academic Vice President, the President may
require any tenured unit member to be evaluated for the purpose of considering the taking of any other personnel action. In such case, the President, or his/her designee, 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 term of the Agreement and shall be completed within sixty (60) days of such notice.

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.

a. In the case of any member of the bargaining unit who is in the first or 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 commencement of his/her evaluation during such year.

Any faculty member who is initially employed as such with effect for or during the second semester in any academic year shall be evaluated for the first time pursuant to this Article VIII during the next academic year. The evaluation period for that first evaluation shall be the evaluation 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 faculty member's employment at the end of his/her first semester of employment regardless of the fact that no evaluation shall have been conducted during that semester.

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

c. 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.

d. 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 member of the bargaining unit's last promotion, if any, or the date in which he/she commenced employment in his/her present rank.

e. 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 said 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 faculty member 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) or 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 Faculty Members
   a. Student Evaluations

   Student evaluations shall be used giving due consideration to the number of courses and sections 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. The parties recognize and agree that student evaluations should be used, to the extend 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.

The parties agree that 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 Chairperson shall annually obtain student evaluations of the classroom effectiveness and of the courses taught by each member of the faculty. Before the end of each academic semester, such evaluations shall be obtained in respect of every section taught by each faculty member.

Student evaluations shall be conducted in accordance with the procedures specified in Appendix C.

Individual written student comments are prohibited on student evaluation forms. Any such individual comments made shall be disregarded.

Unless requested by the unit member, the Department Chair, or the Academic Vice President, said student evaluations shall include one section of each type of course for all tenured unit members. Said student evaluations shall include all sections of each type of course for all non-tenured unit members.

Nothing in this subsection 1 shall be deemed to prohibit the use of student evaluation forms that have been rendered in a computer-readable (optscan) format, nor shall it be deemed to prohibit the 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.
b. Classroom Visitations

At least once each semester the Department Chairperson and at least one member of the Ad Hoc Evaluation Committee when constituted shall visit one section of each type of course taught by each faculty member in the department for the purpose of evaluating the teaching effectiveness of such faculty member when any such faculty member is being evaluated in accordance with the provisions of subsection B.1, B.2(a), or B.2(d) of this Article. Any faculty member may request that the Department Chairperson and at least one member of the Ad Hoc Evaluation Committee when constituted visit more frequently than is otherwise provided by this paragraph. If requested by the faculty member, additional members of the Ad Hoc Evaluation Committee when constituted shall visit.

Whenever he/she deems it appropriate, the Vice President may visit the class or classes of any faculty member of the purpose of evaluating the teaching effectiveness of such faculty member when such faculty member is being evaluated in accordance with the provisions of subsection B.1, B.2(a), or B.2(b), only in cases where the Department Chairperson shall have certified that the unit member’s performance is unsatisfactory or B.2(c) of this Article.

c. Comprehensive Resume

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

d. 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)(e). 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.

e. 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 bibliography, where used.
f. Any Other Information or Materials Submitted by the Faculty Member, the Department Chairperson, 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 Chairperson, 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 Librarians

a. 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 Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, 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.

b. Comprehensive Resume

Each Librarian shall use the resume form as set forth in Appendix B and ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

c. 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(2)(e), 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.

d. Any Other information or Materials Submitted by the Librarian, the Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, 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, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, 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 by the Chairperson of the other department, who shall transmit his/her evaluation, together with the results of all student evaluations and any classroom visitation, to the Chairperson of such faculty member’s home department.

1. Submission of Materials

a. Faculty Members

Prior to the commencement of his/her evaluation, every faculty member shall submit to his/her Department Chairperson 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.

The materials described above in Sections D(1)(a), D(1)(b), and D(1)(d) shall be secured by the Department Chairperson prior to the commencement of the evaluation.
All other materials to be used in the conduct of the evaluation shall be secured by the Department Chairperson prior to the commencement of the evaluation.

b. Librarians

Prior to the commencement of his/her evaluation, every Librarian shall submit to the Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, all those materials that he/she intends should be considered in his/her conduct of his/her evaluation. Included among those materials shall be the Librarian's current comprehensive resume.

The materials described above in Sections D(2)(a), D(2)(b), and D(2)(d) shall be secured by the Department Chairperson prior to the commencement of the evaluation.

All other materials to be used in the conduct of the evaluation shall be secured by the Director prior to the commencement of the evaluation.

2. Preliminary Evaluation

a. Faculty Members: Evaluation by the Department Chairperson

The Department Chairperson shall conduct an evaluation of the faculty member on the basis of the criteria set forth in subsection (1) of Section A using the Appendix D-2 form.

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

After completion of his/her work, the Department Chairperson 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 Chairperson shall submit the written report of his/her evaluation and, where applicable, any recommendation, together with all written materials used in the evaluation and any written response submitted by the faculty member, and otherwise directly, to the Vice President. This written report, signed by the Department Chairperson, shall state that the procedures herein prescribed have been complied with.

b. **Librarians:** Evaluation by the Director, Library Chairperson, Library (Worcester State) or Library Program Area Chairperson, As The Case May Be

The Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, shall conduct an evaluation of the Librarian on the basis of the criteria set forth in subsection (2) of Section A.

The Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, 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, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, may examine any and all materials used by the Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, pertaining to his/her evaluation; he/she shall also be entitled upon written request to the Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, to a conference with him/her to hear and discuss the Director’s, Library, Chairperson’s, Library (Worcester State) or Library Program Area Chairperson’s, as the case may be, final recommendation.

After completion of his/her work, the Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, shall transmit a copy of 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, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, stating that the
procedures herein prescribed have been complied with shall accompany his/her report.

Thereafter, the Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, 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, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, stating that the procedures herein prescribed have been complied with shall accompany his/her report.

c. Evaluation by the Ad Hoc Evaluation Committee (Optional)

Whenever, within ten (10) days following his/her receipt of the aforesaid report of the Department Chairperson, any faculty member shall have made a request in writing to the Vice President, there shall be established an Ad Hoc Evaluation Committee, which shall be composed as follows:

1) One member selected from within the department by the Department Chairperson;

2) One member thereafter selected from within the department by the faculty member being evaluated;

3) One member, who shall be a tenured member, thereafter selected from a cognate department at the College. Such member shall be selected by the two (2) members first selected; provided, however, that if either or both such members shall have notified the Vice President of their inability to make such selection, the Vice President shall thereupon do so.

Notwithstanding the foregoing, whenever, by reason of the size of the department or the absence therefrom or leave of any of its members, it shall not be possible to select any or both of the two (2) members of the committee otherwise required to be selected therefrom, such member or members shall be selected from a cognate department by the Department Chairperson or by the faculty member, as the case may be.

The members of the Committee shall, by majority vote, select a Chairperson of the Committee. The Department Chairperson shall forthwith transmit to the Ad Hoc Evaluation Committee a copy of the written report of
his/her evaluation and, where applicable, any recommenda-
tion, together with all written materials used in the
evaluation and any written response submitted by the
faculty member. The Committee shall thereupon meet to
review the aforesaid 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.

Upon written request to the Chairperson of the
Committee, the faculty member shall be entitled to meet
with the Committee to hear and discuss the Committee’s
recommendation.

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

Thereafter, the Chairperson of the Ad Hoc Evaluation
Committee shall submit the written report of its evalua-
tion, 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 ad hoc 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 Ad Hoc Evaluation Committee together with a record of
the votes cast with respect to the Committee’s final
recommendation. A cover letter signed by the
Chairperson of the Committee indicating that the
procedures herein prescribed have been complied with
shall accompany the Committee’s report.

3. Evaluation by the Vice President, Academic Affairs

The Vice President shall receive every evaluation
and recommendation made by the Department Chairperson,
Director, Library, Chairperson, Library (Worcester State)
or Library Program Area Chairperson, as the case may be,
and shall receive all materials used in the conduct of
those evaluations.

Save where a recommendation pertains to a promotion,
the Vice President shall forthwith add any recommendation
of his/her own to those made by the Department Chair-
person, Director, Library, Chairperson, Library (Wor-
cester State) or Library Program Area Chairperson, as the case may be.

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. Recommendations Pertaining to Promotions

Before making any recommendation regarding the promotion of any faculty member or Librarian, the Vice President shall first transmit in writing preliminary recommendation, whether favoring or declining to favor such promotion, to the Committee on Promotions together with any materials used in making such recommendations.

At the time of transmission of his/her preliminary recommendations, the Vice President shall meet with the Committee on Promotions to discuss the reasons for his/her recommendations.

Whenever the Committee on Promotions shall have received a preliminary recommendation from the Vice President, it shall make a recommendation in respect thereof in accordance with the provisions of Section G of this Article VIII.

After receiving the recommendations of the Committee on Promotions, the Vice President shall forward his/her own final written recommendation in respect of the granting of promotion that he/she may deem appropriate; provided, however, that whenever the final recommendation of the Vice President is contrary to the final recommendation of the Committee on Promotions, he/she shall transmit his/her own final recommendation together with the final recommendation of the Committee.

5. Evaluation by the Committee on Tenure

Whenever the Vice President shall have received any recommendation from a Department Chairperson, or an ad hoc evaluation committee concerning the granting of tenure, he/she shall transmit such recommendation to the Committee on Tenure, and such Committee shall thereafter conduct an evaluation 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 appoint, 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

The Parties recognize and agree that during the term of this Agreement the applicable Board of Trustees at each State College shall upon the written recommendation of the President, exercise its authority and may determine whether to appoint, 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 of the following, namely by any 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 appoint or reappoint unit members.

F. EVALUATION OF DEPARTMENT CHAIRPERSON

1. Evaluation of Department Chairpersons in their Capacity as Members of the Faculty

In his/her capacity as a member of the faculty, each Department Chairperson shall be evaluated in accordance with the provisions of the foregoing Section E, provided only that the preliminary evaluation required to be conducted pursuant to subsection 2(a) of Section E shall be conducted by an Ad Hoc Evaluation Committee composed as follows:
a. A member of the Department who is an Associate Professor or Professor and who shall be selected by the Department Chairperson being evaluated; and

b. Two (2) additional members of the Department who are Associate Professors or Professors in any combination, and who shall be selected thereafter by and from among the members of the Department, and one (1) of whom shall be selected by the members of the Committee to serve as Chairperson thereof; provided, however, that whenever, exclusive of the Department Chairperson, there are fewer than three (3) members of a Department who hold the rank of Associate Professor or Professor, members of the Department who hold neither such ranks may be selected to serve on the Committee. Whenever, by reason of the size of a department or the absence therefrom on leave of any of its members, it shall not be possible to select any one or more of the members of the committee otherwise required to be selected, such member or members shall be selected by the Vice President from among the members of a cognate department who hold the rank of Associate Professor or Professor.

2. Evaluations of Department Chairpersons in their Capacity as Department Chairpersons

The performance of each Department Chairperson in his/her capacity as such shall also be annually evaluated by the aforesaid ad hoc committee.

The committee shall evaluate the performance by the Department Chairperson of the duties and responsibilities set forth in Section A of Article VI of this Agreement. In conducting such evaluation, the committee shall solicit evaluations from other members of the department regarding the Department Chairperson’s performance of his/her duties as Department Chairperson.

3. Ad Hoc Committee Minority Reports

Whenever a Department Chairperson is evaluated pursuant to Article VI Section F, any comments recorded on the evaluation shall reflect the view or views of a majority of the ad hoc 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. The record of any votes cast shall be entered on the evaluation form.

G. EVALUATION BY THE COMMITTEE ON PROMOTIONS

1. Role of the Committee on Promotions
Together with the materials submitted therewith, the Committee on Promotions shall consider the preliminary recommendation made, in respect of each candidate for promotion, by the Vice President in accordance with the provisions of the foregoing Section E(4).

In considering a candidate for promotion, the Committee on Promotions may request the Academic Vice President to 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.

If the Committee on Promotions shall have determined thereafter that it intends to make any recommendation, in respect of the promotion of any candidate for such promotion, contrary to that preliminarily made by the Vice President, it shall so notify the Vice President; the Committee and the Vice President shall thereafter meet and consult regarding each such contrary recommendation. Promptly after the conclusion of such consultation, the Committee on Promotions shall submit to the Vice President its final written recommendation regarding each recommendation that 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 Vice President shall have submitted his/her preliminary recommendations to the Committee.

Notwithstanding the foregoing, whenever the Committee on Promotions shall have determined that it intends to make a recommendation, in respect of the promotion of any candidate for promotion, that is consonant with that preliminarily made by the Vice President, it shall so notify the Vice President by forwarding such final written recommendation to him/her.

2. Composition of the Committee on Promotions

There shall continue to exist at each College the Committee on Promotions which, having been established pursuant to the provisions of the predecessor agreement to this Agreement, shall be composed of five (5) tenured members of the bargaining unit, at least three (3) of whom shall be from among the Associate Professors and Professors at such College. 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 more than one (1) member shall be elected from any one academic department. No Department Chairperson shall be eligible to serve on such committee, and no person serving as a member thereof shall be eligible to be considered for promotions during any period of such service.
The terms of office of each member shall be for two (2) years commencing with the date of his/her first election, whether pursuant to this Agreement or the predecessor to this Agreement.

H. EVALUATION BY THE COMMITTEE ON TENURE

Any recommendation of a Department Chairperson, Principal, Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, or an Ad Hoc Evaluation Committee concerning tenure shall be transmitted directly to the Vice President, who shall in turn transmit such recommendation to the Committee on Tenure. The Department Chairperson or the chairperson of any such evaluation committee shall, by cover letter or memorandum, certify that any prior applicable procedures as set forth in this Article have been complied with.

The Special Committee on Tenure shall be composed as follows:

1. The Vice President;

2. The Department Chairperson of the candidate for tenure, or, in the case of a candidate for tenure who is a Librarian, the Director, Library or the Library Program Chair, as the case may be;

3. A tenured member of the department of the candidate for tenure, or a tenured Librarian, as the case may require; and

4. A tenured member of a Department other than the Department of the candidate for tenure; or in the case of a Librarian, a tenured member of the faculty at the College at which such Librarian is employed.

The person identified in the foregoing item 3 shall be selected by and from among the tenured members of the Department or by and from among the tenured members of the library, as the case may require; provided, however, that whenever there shall be no qualified member of such department or library able to serve in such capacity, a tenured member of the faculty at the College shall be selected by the members of such department or library. The person identified in the foregoing item 4 shall be selected by the other three (3) members of the special Committee on Tenure and shall serve as Chairperson of the Committee.

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. Whenever the Vice President shall be unable to serve on such committee, whether by reason of any such challenge or otherwise, the President shall designate another administrator at 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 as a member of the Committee in the stead of the Vice President.

Notwithstanding the foregoing, 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.

The Vice President, after consultation with the Chairperson of the Committee on Tenure, shall schedule the necessary meetings of the Committee. The candidate for tenure shall be invited by the Chairperson of the Committee on Tenure to meet with the Committee during some part of its evaluation of the candidate. 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 written information relating to his/her evaluation.

The Vice President or his/her designee 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. 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.

The Chairperson of the Committee shall transmit the Committee's recommendations concerning tenure, together with the recommendation of the Department Chairperson, and the ad hoc evaluation committee, if any, as the case may be, directly to the President of the College. The Chairperson of the Committee on Tenure shall include a signed cover letter or memorandum with such recommendation certifying that the procedures set forth in this Section H have been complied with. At the same time, a copy of such recommendation shall be sent to the candidate by registered 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 on Tenure, which response, if any, shall be promptly transmitted to the President of the College.

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. Whenever a person or body makes a recommendation to respond, promote, or grant tenure to the next person or body required to act, such recommendation shall be made in writing and shall set 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 and shall not apply to any preliminary recommendation made by the Vice President to the provisions of Section E(4) of this Article VIII.
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 either the Department Chairperson, Director, Library, Chairperson, Library (Worcester State) or Library Program Area Chairperson, as the case may be, or by the Ad Hoc Evaluation Committee, if applicable, or by the special Committee on Tenure.

K. EVALUATION FORMS

All evaluations conducted during any academic year commencing after May 31, 1989, will be conducted with the use of 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

a. 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. And those persons conducting such evaluation shall have regard to and shall evaluate the quality of such work.

b. 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 (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; (ii) 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; (iii) 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 Article VIII; (v) failed or been unable to initiate any procedure permitted by any applicable provision of article VIII; or (v) failed or been unable in any other manner to participate in the conduct of such evaluation to the extent permitted by any provision of Article VIII.


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 provisions of Section B(2)(c)), 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 parties hereby stipulate and agree that 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.

The parties hereby further stipulate and agree that nothing contained in this Article 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.

N. SALEM STATE COLLEGE/SCHOOL OF SOCIAL WORK

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

1. Within ten (10) days following the faculty member’s receipt of the evaluation report of the Chairperson of the School of Social Work conducted pursuant to the provisions of Section E. 2(a) of this Article, there shall be established within such period for each such faculty member in said School of Social Work, an Ad Hoc Evaluation Committee, which Committee shall be composed as set forth in Section E. 2 c. Thereafter, said Committee shall discharge its responsibilities as the same are otherwise set forth in the aforementioned Section E 2 (c) with respect to the evaluation of each such faculty member.

2. In the case of a faculty member employed in the School of Social Work at Salem State College, there shall be considered in the conduct of an evaluation of such faculty member any relevant materials, validated information or recommendations submitted by the Dean/Director of such School of Social Work. It is understood and agreed by the parties that such materials, information or recommendations so submitted shall be in addition to any other information or materials submitted by the Faculty Member, the Department Chairperson, the Ad Hoc Evaluation Committee, and/or the Vice President, pursuant to the provisions of Article VIII, Section D(1)(f) of the Agreement.
3. The parties hereby stipulate and agree that 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.

4. If, in respect of this Agreement, the School of Social Work at Salem State College is not accredited and upon notice of same being given by the accrediting agency to the College, the provisions of this Section P shall be null and void and shall be of no force and effect from and after the date on which such notice shall have been received by the College.

O. SPECIAL PERFORMANCE REVIEWS

On or before November 30, 1995, the Department Chair, the Director, Library, the Chair of the Library (Worcester State College), the Library Program Area Chair, or the Principal of a Campus School 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 during the work year falling within fiscal year 1995; 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 an Ad Hoc Evaluation Committee within the appropriate department or the library.
APPENDIX A-1

CONTINUING SCHOLARSHIP CRITERION SELECTION: FACULTY

(INCLUDING MARITIME SPECIALISTS AND CAMPUS SCHOOL TEACHERS)

DIRECTIONS

Indicate with a check ( ) those continuing scholarship areas upon which you wish to be evaluated during the academic year 19__ - 19__. You must check at least one area under both I and II.

I. Contributions to the content and pedagogy of the discipline by

A. _____ Participation in and contributions to the improvement and development of academic programs or academic services of the college.

B. _____ Artistic or other creative activities (where applicable).

II. Additional Contributions

A. _____ Membership or participation in or contribution to professional organizations and societies.

B. _____ Research as demonstrated by published or unpublished work.

C. _____ Relevant graduate study (including work toward the terminal degree for those without the terminal degree or relevant post graduate study for those with the terminal degree).

__________________________  __________________________
Signature                                      Date Submitted
APPENDIX A-2

CONTINUING SCHOLARSHIP CRITERION SELECTION: LIBRARIANS

DIRECTIONS

Indicate with a check ( ) those continuing scholarship areas upon which you wish to be 
evaluated during the academic year 19___ - 19___.

You must be evaluated on I, and you must check at least one area under II.

I. Continuing Scholarship (Required)

____ Contributions to the content and pedagogy of the discipline as indicated by the 
participation in and contributions to the improvement and development of 
library programs or library services at the college.

II. Additional Contributions

A.____ Membership or participation in or contribution to professional organizations 
and societies.

B.____ Research as demonstrated by published or unpublished work.

C.____ Relevant graduate study (including work toward the terminal degree for those 
without the terminal degree or relevant post graduate study for those with the 
terminal degree).

_____________________________________________  ________________
Signature                                            Date Submitted
APPENDIX B
COMPREHENSIVE RESUME

Faculty Member ___________________ College _______________
Campus School Teacher _________________
Librarian _______________________ Date __________________

Use this checklist to indicate what materials are included with this resume.

____ 1. Official transcripts of additional course work completed since the last evaluation.

____ 2. Progress reports from authorities supervising or directing advanced study (when appropriate).


____ 4. Documentation of other professional activities.

This form must be attached to an updated comprehensive resume.
APPENDIX C-1

STUDENT EVALUATION PROCEDURES

As provided in Article VIII, Section D(1)(a), the Department Chairperson shall obtain before the end of each academic semester student evaluation of courses. Such evaluations shall include all sections of every type of course for all non-tenured unit members and one section of each type of course for tenured unit members (unless the tenured unit member, the Department Chairperson, or the Vice President has requested that additional courses or sections taught by said tenured unit member be evaluated).

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No unit member shall administer forms to his/her own classes. They shall be administered by the Department Chairperson or his/her designee at a time arranged with the faculty member concerned.

b. The unit member administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not appropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The unit member administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him/her by students.

d. The faculty member shall not be present during the evaluation process.

e. The unit member administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store them until after the faculty member has submitted final grades for his/her classes.
APPENDIX C-2

MASSACHUSETTS STATE COLLEGE SYSTEM

STUDENT INSTRUCTIONAL RATING FORM FOR A LECTURE COURSE

THIS IS YOUR OPPORTUNITY TO EVALUATE THIS CLASS AND ITS INSTRUCTOR. PLEASE BEAR IN MIND THAT THIS IS A SERIOUS MATTER WHICH GIVES EACH OF YOU A CHANCE TO EXPRESS A THOUGHTFUL OPINION. THE RESULTS OF THE QUESTIONNAIRE WILL BECOME A PART OF THE TOTAL EVALUATION PROCESS FOR THE FACULTY OF YOUR COLLEGE AND WILL BE PLACED IN THE PERSONNEL FILE OF THIS FACULTY MEMBER. YOUR FAIR-MINDED RESPONSE WILL BE APPRECIATED. INDIVIDUAL WRITTEN COMMENTS ARE PROHIBITED ON STUDENT EVALUATION FORMS.

As provided in Article VIII, Section D(1)(a), the Department Chairperson shall obtain before the end of each academic semester student evaluations of courses. Such evaluations shall include all sections of every type of course for all non-tenured unit members and one section of each type of course for tenured unit members (unless the tenured unit member, the Department Chairperson, or the Vice President has requested that additional courses or sections taught by said tenured unit member be evaluated).

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a. No unit member shall administer forms to his/her own classes. They shall be administered by the Department Chairperson or his/her designee at a time arranged with the faculty member concerned.

b. The unit member administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not appropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The unit member administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him/her by students.

d. The faculty member shall not be present during the evaluation process.

e. The unit member administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store until after the faculty member has submitted final grades for his/her classes.
For each item, respond by marking the space through the appropriate category of the key:
es.g., SA, A, N, D, SD, NA

Some of these items may not pertain to the courses that you are rating. For example, if there were no assigned readings in this course, that item would not be relevant. In all such cases, check the response NA - Not Applicable. Respond to the items using the key at right. Mark your responses with a PENCIL.

<table>
<thead>
<tr>
<th>A. CLASSROOM INSTRUCTION</th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The instructor seemed to be concerned whether the students learned the material.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. You felt that this course challenged your intellectually.</td>
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</tr>
<tr>
<td>3. You have become more competent in this area due to this course.</td>
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<tr>
<td>4. The instructor encouraged students to express opinions.</td>
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<tr>
<td>5. The instructor appeared receptive to be ideas and other's viewpoints.</td>
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<tr>
<td>6. The student had an opportunity to ask questions.</td>
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<td>7. The instructor generally stimulated class discussion.</td>
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<tr>
<td>8. The instructor attempted to cover too much material.</td>
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<tr>
<td>9. You generally found the coverage of topics in the assigned readings relevant to the course content.</td>
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<tr>
<td>10. The instructor appeared to relate the course concepts in a systematic manner.</td>
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<tr>
<td>11. The course was well organized.</td>
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</tbody>
</table>

**KEY**
SA - Strongly Agree
A - Agree
N - Neither Agree or Disagree
D - Disagree
SD - Strongly Disagree
Not Applicable
12. The instructor meets scheduled classes regularly.

13. The instructor grades and returns assignments and examinations within a reasonable time.

<table>
<thead>
<tr>
<th>Laboratory or Recitation Sessions</th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. The laboratory or recitation instructor clarified lecture material.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>15. The laboratory or recitation instructor adequately prepared you for the material covered in his/her section.</td>
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<td></td>
</tr>
</tbody>
</table>

**ACADEMIC ADVISING**

16. I met or attempted to meet with my advisor during posted office hours. _____ Yes _____ No. (If yes, continue with question 17, if no go to question 22.)

17. The instructor was available for advising during his/her posted office hours.

18. The instructor expressed a willingness to schedule appointments for advising at other than posted office hours.

19. This instructor was helpful in clarifying material covered in this course during advising sessions.

20. The instructor helped me deal with any special difficulties I may have had with the material covered in this course.

21. The instruction was helpful in providing general academic advice.
D. **STUDENT BACKGROUND**

22. Select the most appropriate alternative response.

23. Was this course required for your degree program?  
   23. ( ) Yes ( ) No

24. Was this course recommended to you by another student?  
   24. ( ) Yes ( ) No

25. How many other courses have you had in this department?  
   a) none  b) 1-2  c) 3-4  d) 5-6  
   e) 7 or more  
   25. a)  b)  c)  d)  e)

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
</table>

26. Instructor may insert two (2) items in this space relative to student background

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
</table>

Instructor may insert three (3) items (27, 28, 29) relative to the teaching of this course.

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
</table>

27.  

28.  

29.  

Do not write below this line unless this course has laboratory or recitation sections which have been taught by the same instructor who has been rated above as the course instructor.

Instructor may insert two (2) items (30, 31) relative to the laboratory experience of this course.

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
</table>

30.  

31.  

- 98HH -
APPENDIX C-3

STUDENT INSTRUCTIONAL RATING FORM - LABORATORY

THIS IS YOUR OPPORTUNITY TO EVALUATE THIS LABORATORY COURSE AND ITS INSTRUCTION. PLEASE BEAR IN MIND THAT THIS IS A SERIOUS MATTER WHICH GIVES EACH OF YOU A CHANCE TO EXPRESS A THOUGHTFUL OPINION. THE RESULTS OF THE QUESTIONNAIRE WILL BECOME A PART OF THE TOTAL EVALUATION PROCESS FOR THE FACULTY OF YOUR COLLEGE AND WILL BE PLACED IN THE PERSONNEL FILE OF THIS FACULTY MEMBER. YOUR FAIR-MINDED RESPONSE WILL BE APPRECIATED. INDIVIDUAL WRITTEN COMMENTS ARE PROHIBITED ON STUDENT EVALUATION FORMS.

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c. The unit member administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him/her by students.

d. The faculty member shall not be present during the evaluation process.

e. The unit member administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store them until after the faculty member has submitted final grades for his/her classes.
For each item, respond by marking the space through the appropriate category of the key:

  e.g., SA, A, N, D, SD, NA

Some of these items may not pertain to the courses that you are rating. In all such cases, check the response NA - Not Applicable. Respond to the items using the key at right. Mark your responses with a PENCIL.

<table>
<thead>
<tr>
<th>A. LABORATORY INSTRUCTIONS</th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The instructor seemed to be concerned whether the students learned the material.</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2. You have become more competent in this area due to this laboratory class.</td>
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<tr>
<td>3. The student had an opportunity to ask questions.</td>
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<tr>
<td>4. The course was well organized.</td>
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<tr>
<td>5. The instructor meets scheduled laboratory classes regularly.</td>
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</tr>
<tr>
<td>6. The instructor grades and returns assignments and examinations within a reasonable time.</td>
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</tr>
<tr>
<td>7. The laboratory instructor clarified lecture material.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8. The laboratory instructor adequately prepared you for the material covered in his/her section.</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
B. ACADEMIC ADVISING

9. Did you meet or attempt to meet with your instructor during posted office hours? If "Yes" continue with question 10, if "No", skip to question 15. Yes __ No __

<table>
<thead>
<tr>
<th>10. The instructor was unavailable for advising during his posted office hours</th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. The instructor expressed a willingness to schedule appointments for advising at other than posted office hours.</td>
<td>SA</td>
<td>A</td>
<td>N</td>
<td>D</td>
<td>SD</td>
<td>NA</td>
</tr>
<tr>
<td>12. The instructor was helpful in clarifying material covered in this course during advising sessions</td>
<td>SA</td>
<td>A</td>
<td>N</td>
<td>D</td>
<td>SD</td>
<td>NA</td>
</tr>
<tr>
<td>13. The instructor helped me deal with any special difficulties I may have had with the material covered in this course</td>
<td>SA</td>
<td>A</td>
<td>N</td>
<td>D</td>
<td>SD</td>
<td>NA</td>
</tr>
<tr>
<td>14. The instructor was helpful in providing general academic advice.</td>
<td>SA</td>
<td>A</td>
<td>N</td>
<td>D</td>
<td>SD</td>
<td>NA</td>
</tr>
</tbody>
</table>

C. STUDENT BACKGROUND

Select the most appropriate alternative response.

15. Was this laboratory course required in your degree program? ( ) Yes ( ) No

16. How many other laboratory courses have you had in this department?
   a) none  b) 1-2  c) 3-4  d) 5-6  e) 7 or more
   a)__ b)__ c)__ d)__ e)__

<table>
<thead>
<tr>
<th>17. Instructor may insert two (2) items related to student background</th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>SA</td>
<td>A</td>
<td>N</td>
<td>D</td>
<td>SD</td>
<td>NA</td>
</tr>
</tbody>
</table>

- 98KK -
<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. The instructor may insert two (2) items in this space relative to the laboratory experience</td>
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<tr>
<td>20.</td>
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</tr>
</tbody>
</table>
APPENDIX C-4

STUDENT INSTRUCTIONAL RATING FORM FOR NON-LECTURE COURSES

THIS IS YOUR OPPORTUNITY TO EVALUATE THIS COURSE AND ITS INSTRUCTOR. PLEASE BEAR IN MIND THAT THIS IS A SERIOUS MATTER WHICH GIVES EACH OF YOU A CHANCE TO EXPRESS A THOUGHTFUL OPINION. THE RESULTS OF THE QUESTIONNAIRE WILL BECOME A PART OF THE TOTAL EVALUATION PROCESS FOR THE FACULTY OF YOUR COLLEGE AND WILL BE PLACED IN THE PERSONNEL FILE OF THIS FACULTY MEMBER. YOUR FAIR-MINDED RESPONSE WILL BE APPRECIATED. INDIVIDUAL WRITTEN STUDENT COMMENTS ARE PROHIBITED ON STUDENT EVALUATION FORMS.

As provided in Article VIII, Section D(1)(a), the Department Chairperson shall obtain before the end of each academic semester student evaluations of courses. Such evaluations shall include all sections of every type of course for all non-tenured unit members and one section of each type of course for tenured unit members (unless the tenured unit member, the Department Chairperson, or the Vice President has requested that additional courses or sections taught by said tenured unit member be evaluated).

The following procedure shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

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c. The unit member administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him/her by students.

d. The faculty member shall not be present during the evaluation process.

e. The unit member administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store until after the faculty member has submitted final grades for his/her classes.
This section of the evaluation is to be completed by students who are enrolled in non-lecture courses. Indicate the category which applies to you.

1. Student Teacher Supervision
2. Physical Education Activities Courses
3. Studio (creative and performing arts)
4. Shop
5. Critique (only applies to Massachusetts College of Art)
6. Cooperative Education
7. Field Work Supervision
   Internship Practicum
8. Directed Study - Independent
9. Nursing Clinical Supervision
10. Other (Explain)

Evaluate the performance of the faculty person who supervised the educational experience which you have checked above by answering the following questions. Respond by using the KEY at right. Mark your responses with a PENCIL.

**KEY**

SA - Strongly Agree
A - Agree
N - Neither Agree or Disagree
D - Disagree
SD - Strongly Disagree
NA - Not Applicable

<table>
<thead>
<tr>
<th>A. NON-LECTURE SUPERVISION</th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. You may have become more competent in this area due to this experience.</td>
<td></td>
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<tr>
<td>2. Your college supervisor was concerned with making your experience a successful one.</td>
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</table>
### APPENDIX C-4

#### Page 3

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Your college supervisor was sensitive to your needs and problems</td>
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<td></td>
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<tr>
<td>4. Suggestions made by your college supervisor were helpful and constructive</td>
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<tr>
<td>5. Your college supervisor encouraged you to try a variety of methods and materials</td>
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<tr>
<td>6. Your college supervisor made a sufficient number of visitations (when applicable)</td>
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<td>7. Your college supervisor allowed sufficient time for meaningful conferences (when applicable)</td>
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<tr>
<td>8. Your college supervisor set up means whereby you could communicate directly with him or her (when applicable)</td>
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<tr>
<td>9. The college supervisor's communication and interaction with the host agency was beneficial to you (when applicable)</td>
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<tr>
<td>10. The written assignments required by your college supervisor were helpful and relevant. (when applicable)</td>
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<td></td>
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<tr>
<td>11. Your college supervisor was helpful in providing general academic advice</td>
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</tbody>
</table>

### B. ACADEMIC ADVISING:

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. I saw or attempted to see the instructor during posted office hours. Yes ___ No ___ (if &quot;yes&quot; continue with question 13. if &quot;no&quot; skip to question 18</td>
<td></td>
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<tr>
<td>13. The instructor was available for advising during posted hours</td>
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<td></td>
<td>SA</td>
<td>A</td>
<td>N</td>
<td>D</td>
<td>SD</td>
<td>NA</td>
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</tr>
<tr>
<td>14. The instructor expressed a willingness to schedule appointments for advising at other than posted office hours</td>
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</tr>
<tr>
<td>15. The instructor was helpful in clarifying material covered in this course during advising sessions</td>
<td></td>
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</tr>
<tr>
<td>16. The instructor helped me deal with any special difficulties I may have had with the material covered in this course</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>Instructor may add five (5) questions in this space relative to the course</td>
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APPENDIX D-1

CHAIRPERSON (OR VICE PRESIDENT AD HQC COMMITTEE MEMBER(S))

CLASSROOM VISITATION FORM

Faculty Member's Name _______________________________________________________

College _________________________________________________________________

Date of Visitation __________________________ Dept. __________________________

Tenure ________ Non-Tenure ________

For each item, respond by marking the space through the appropriate category of the key. Mark your response in INK.

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<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
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<tbody>
<tr>
<td>1. The instructor seemed to be concerned with whether the students learned the material.</td>
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<td>2. The instructor encouraged students to express opinions.</td>
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<td>3. The instructor appeared receptive to new ideas and others' viewpoints.</td>
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<td>4. The student had an opportunity to ask questions.</td>
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KEY

SA - Strongly Agree
A  - Agree
N  - Neither Agree or Disagree
D  - Disagree
SD - Strongly Disagree
NA - Not Applicable
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<th>SA</th>
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<th>SD</th>
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<td>5. The instructor generally stimulated class discussion.</td>
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<td>6. The instructor attempted to cover too much material.</td>
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<td>7. The instructor appeared to relate the course concepts in a systematic manner.</td>
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<td>8. The class was well organized.</td>
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**ADDITIONAL REMARKS (OPTIONAL)**

---

This is to certify that I have read this document.

Department Chairperson or Faculty  Signature  Date

Vice President
APPENDIX D-2

DEPARTMENT CHAIRPERSON OR AD HOC COMMITTEE

EVALUATION OF FACULTY MEMBERS

Name ___________________________    Department _______________________
Date of Last Evaluation ___________    College ___________________________
Date of This Evaluation ___________

DIRECTIONS:

Evaluate each faculty member on items A through D, (include E, F and G where applicable).

On C, Continuing Scholarship, evaluate each faculty member only on those areas selected by the faculty member. Please attach Criteria Selection forms completed and submitted since the last evaluation of the faculty member.

CRITERIA:

A. Teaching Effectiveness (Article VIII, A. 1. a)

B. Academic advising (Article XII, A. 3)

C. Continuing Scholarship (Article VIII, A. 1. c)
D. Other Professional Activities (Article VIII, A. 1. d)

E. Alternative Responsibilities (Article VIII, A.1.d; Article XII, D; Article XIV)

F. Effectiveness in correcting or disciplining students when necessary (for academic faculty at the Massachusetts Maritime Academy only) Article XIIB A, i and A,3.d)

G. Maintenance of a proper uniform (for Maritime Specialists at the Massachusetts Maritime Academy only) (Article VIIIIB A,2.b and A,3.d)

H. Contributions to Maritime training and Shipboard Operations (for Maritime Specialists at the Massachusetts Maritime Academy only) Article VIIIB A.2.c)
This is to certify that I have read this evaluation

Signature of Department Chairperson  Date

or

Signature of Committee Chairperson  Date  Signature of Faculty Date Member

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Names of Committee Members

________________________________________________________________________

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For)  (Against)  Date of Vote

VOTE
APPENDIX D-4

DEPARTMENTAL EVALUATION OF CHAIRPERSON

Name ___________________________ Date of Evaluation ___________________________

Rank ___________________________ Department ___________________________

Directions:
Evaluate the Department Chairperson’s responsibilities (reference Article VI, Section A) with regard to:

Legend:
S - Superior
A - Adequate
IA - Inadequate
NA - Not Applicable

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<tr>
<th></th>
<th>S</th>
<th>A</th>
<th>IA</th>
<th>NA</th>
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<tbody>
<tr>
<td>1. Providing for scheduling of courses and classes.</td>
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<td>2. Providing for arranging of faculty schedules.</td>
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<td>3. Providing for independent, intra-departmental learning program (where applicable).</td>
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<td>4. Providing for Student Practica (where applicable).</td>
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<td>5. Providing for fieldwork and internships (where applicable).</td>
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<td>6. Providing for faculty research.</td>
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<td>7. Providing for other student and faculty activities.</td>
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<td>8. Making recommendations to the curriculum structure within the department.</td>
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<td>9. Insuring student accessibility to Department courses.</td>
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<td>10.</td>
<td>Assisting in the recruitment of faculty in the department.</td>
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<td>11.</td>
<td>Participation in the evaluation of faculty in accordance with the provisions of Article VIII of the Agreement.</td>
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<td>12.</td>
<td>Submitting requests for supplies, equipment, library holdings and other needs.</td>
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<td>13.</td>
<td>Maintaining communication with students, prospective students and other faculty at the college relative to departmental matters.</td>
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<td>14.</td>
<td>At the commencement of each academic semester, posting a list of all registered majors within the department (where applicable).</td>
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<td>15.</td>
<td>At the commencement of each academic semester posting a list of all minors in the department (only if no major exists and where applicable).</td>
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<td>16.</td>
<td>Meeting regularly with the Vice President or his designee 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 and to facilitate the discharge of the responsibilities set forth in Article VI, Section A of this Agreement.</td>
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<td>17.</td>
<td>Providing for academic advising activities within the department.</td>
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<td>Item</td>
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<td>18. Assigning student advisees to members of the faculty of the</td>
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<td>department.</td>
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<td>19. Operating and monitoring the advising program of the</td>
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<td>department.</td>
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<td>20. Evaluating each member of the department with respect to</td>
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<td>the quality of advising as it is rendered by that departmental</td>
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<td>member to students.</td>
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<td>21. Serving on any boards and/or commissions (at the</td>
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<td>Massachusetts Maritime Academy only).</td>
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<td>22. Advising faculty of the receipt of any substantive complaint</td>
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<td>by a student or faculty member which may affect the</td>
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<td>employment status of the faculty member.</td>
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<td>23. Additional remarks (Optional).</td>
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This is to certify that I have read this Document

Signature of Committee Chairperson                                      Date

Signature of Department Chairperson                                      Date
If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

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Names of Committee Members

________________________________________________________________________

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For) ____________________ (Against) ____________________ Date of Vote

VOTE
APPENDIX E-1

DIRECTOR, LIBRARY OR CHAIRPERSON, LIBRARY (WORCESTER).

PROGRAM AREA CHAIR, OR AD HOC COMMITTEE

EVALUATION OF LIBRARIAN

Name ___________________________ Department ___________________________
Date of Last Evaluation ____________ College ___________________________
Date of This Evaluation ____________

DIRECTIONS:

1. Evaluate each faculty member on items A through E, (Article VIII, A.2.a-e)

2. On C, Continuing Scholarship, evaluate each librarian on only those areas selected by the Librarian. Please attach Criteria Selection forms completed and submitted since the last evaluation of the Librarian.

CRITERIA: (Article VIII, A.2.a-e)

A. Effectiveness in performing assigned responsibilities within the library.

B. Rendering assistance to students, faculty and the academic community.

C. Continuing Scholarship

- 98ZZ -
D. **Other professional activities.**

E. **Alternative Responsibilities.**

<table>
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<tr>
<th>Signature of Committee Chairperson</th>
<th>Date</th>
<th>Signature/Librarian</th>
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If a Committee, list the names of the members of that Committee:

**(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):**

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<th>Name of Committee Member</th>
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**Names of Committee Members**

**(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):**

**Record of votes case, if any:**

**(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):**

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APPENDIX E-2

MASSACHUSETTS STATE COLLEGES

EVALUATION OF ADJUNCT INSTRUCTORS

MASSACHUSETTS MARITIME ACADEMY

Name ___________________________    Department ___________________________

Date of Last Evaluation __________   
Date of This Evaluation ____________

DIRECTIONS:

1. Evaluate each adjunct instructor on items A through E (Article VIII-B A.3.a-e)

CRITERIA: (Article VIII-B A.3.a-e)

A. Teaching/Training Effectiveness,

B. Assistance to Students,

C. Maintenance of a proper uniform

D. Effectiveness in correcting or disciplining students when necessary.
E. Other professional activities.

This is to certify that I have read this evaluation.

Signature of Department Chairperson  Date

Signature of Committee Chairperson  Date

Signature of Faculty Member  Date

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

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Names of Committee Members
Record of votes case, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

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APPENDIX F-1

PRINCIPAL OF CAMPUS SCHOOL CLASSROOM VISITATION FORM

(AD HOC COMMITTEE MEMBER(S)

Faculty Member's Name

Tenured ________ Non-Tenured ________

Campus School ________________ College ________________

Date of Visitation ________________

I. MANDATORY OBSERVATIONS OF THE LESSON

A. Instructional Mode

B. Use of Materials

C. Interaction:
   1. Pupil-pupil
   2. Pupil-teacher
   3. Teacher-pupil

II. OTHER OBSERVATIONS OF THE LESSON
III. **CONFERENCE**

A. Evaluator Comments

B. Evaluatee Comments

This is to certify that I have read this evaluation.

__________________________
Signature of Principal

__________________________
Campus School Faculty Member

__________________________
Date

__________________________
Date
APPENDIX F-2

PRINCIPAL OR PEER EVALUATION COMMITTEE FORM

FOR CAMPUS SCHOOL

Name _________________________  Department ________________

Date of Last Evaluation _________  College _________________

Date of This Evaluation _________

DIRECTIONS:

Evaluate each Campus School Teacher on Items A through D. Or, B, Continuing Scholarship, evaluate each Campus School Teacher on only those areas selected the teacher. Please attach Criteria Selection Forms completed and submitted since the last evaluation of the Campus School Teacher.

CRITERIA: (Article VIII A.1 a. c. d. e: VIII-C. l.)

A. Teaching Effectiveness

B. Continuing Scholarship

C. Other Professional Activities

D. Alternative Responsibilities
This is to certify that I have read this evaluation.

Signature of Principal                Date

or

Signature of Committee                Date

Signature of Faculty Member            Date

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

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Names of Committee Members

__________________________________________

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For)                (Against)                Date of Vote

VOTE

- 981111 -
APPENDIX G

VICE PRESIDENT, ACADEMIC AFFAIRS

EVALUATION AND RECOMMENDATION

COLLEGE: ________________________

___ Faculty
Member: ________________________ Dept. ________________________

___ Librarian: ____________________ Dept. ________________________

___ Campus
School
Teacher: ________________________ Dept. ________________________

___ Adjunct
Instructor: ______________________ Dept. ________________________

___ Maritime
Specialist: ______________________ Dept. ________________________

RECOMMENDATION:

Signature of Vice President,
Academic Affairs
Date

This is to certify that I have read this evaluation.

Signature
Date
ARTICLE VIII - EVALUATIONS

Evaluations are conducted for the purposes of making personnel decisions, encouraging and assessing professional and pedagogical experimentation and 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 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 B(2)(c), B(2)(d), D(1), D(2) or D(3) 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 matter 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 Articles VIIIA and VIIIB.

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 teaching 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.
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;

b. (i) continuing scholarship, including

   (A) contributions to the content of the discipline;

   (B) participation in or contributions to professional organizations and societies;

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

   (D) 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.

   (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 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
Article VIII - Evaluations

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

c. 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

(A) 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;

(B) participation in or contributions to professional organizations and societies;

(C) research as demonstrated by published or unpublished work; and

(D) work toward the terminal degree or relevant post graduate study;
Article VIII - Evaluations

(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 Chair of the Library, 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.

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; and 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

Every full-time, non-tenured member of the bargaining unit shall be evaluated annually.

2. Tenured Members of the Bargaining Unit

a. 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.

b. (1) Except as provided in b(2) and b(3), whenever any tenured member of the bargaining unit shall not have been evaluated pursuant to the preceding paragraph (a) during the term of this Agreement, the Department Chair shall, during the first semester of the academic year 1997-1998, evaluate the performance of such tenured unit member. Evaluation materials shall consist of:

i. student evaluations;

ii. an updated resume;

iii. additional reports for equivalent non-teaching duties including the department chair, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development; and

iv. course documents.

The Department Chair shall certify to the Vice President that such tenured unit member has been evaluated and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3(a) of this Agreement.

b. (2) Whenever any tenured Librarian shall not have been evaluated pursuant to the preceding paragraph (a) during the term of this Agreement, the Director, Library, the Library Chair (Worcester State College) or the Library Program Area Chair (as may be appropriate), shall, during the first semester of the academic year 1997-1998, evaluate the performance of such tenured Librarian. Evaluation materials shall consist of:
Article VIII - Evaluations

i. an updated resume;

ii. additional evaluation reports for performance of alternative responsibilities as assigned in accordance with Article XII, Section D;

iii. self-evaluation which shall include the performance of assigned duties in the Library; and

iv. course documents and student evaluations where applicable.

The Director, Library, the Library Chair (Worcester State College) or the Library Program Area Chair (as may be appropriate), shall certify to the Vice President that said tenured Librarian has been evaluated and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3(b).

b. (3) Whenever any tenured Campus School Teacher shall not have been evaluated pursuant to the preceding paragraph (a) during the term of this Agreement, the Principal of the Campus School shall, during the first semester of the academic year 1997-1998, evaluate the performance of said tenured Campus School Teacher. Evaluation materials shall consist of:

i. self-evaluation;

ii. an updated resume;

iii. additional evaluation reports for assigned non-teaching duties including pupil supervision and alternative professional responsibilities; and

iv. relevant curriculum and course documents.

The Principal of the Campus School shall certify to the Academic Vice President that said tenured Campus School Teacher has been evaluated and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3(c) of this Agreement.

c. In the event that the performance of any tenured member of the bargaining unit shall, in the course of any evaluation, be judged less than satisfactory with reference to any of the criteria, the Vice President, in consultation with such member of the bargaining unit and his/her Department Chair (or the Director,
Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, or Principal of the Campus School where appropriate), shall establish a plan of professional development for such member of the bargaining unit, and, unless the Vice President shall then or thereafter fix a lesser period, he or she shall be evaluated annually thereafter during the ensuing two (2) years with particular attention being paid to the criterion or criteria to which such plan of professional development pertains. Nothing in this provision shall limit the frequency of any other evaluations required to be conducted pursuant to this Section B, nor shall it impose limits on the taking of any action pursuant to Article IX, Section E, of this Agreement.

d. Upon the recommendation of the Department Chair (or the Director, Library, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, or Principal of the Campus School where 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 term 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 the semester in which he/she teaches a fourth course following the last course that was the subject of a prior evaluation. 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.
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a. In the case of any full-time member of the bargaining unit who is in the first or 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 initially employed as such with effect for or during the second semester in any academic year shall be evaluated for the first time pursuant to this Article VIII during the next academic year. The evaluation period for that first evaluation shall be the evaluation 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 at the end of his/her first semester of employment regardless of the fact that no evaluation shall have been conducted during that semester.

b. 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.

c. 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.

d. 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.

e. 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, if any, or since the date on which he/she commenced employment in his/her present rank.
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f. 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

a. 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. The parties recognize and agree that 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.
The parties agree that 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.

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 and submit to the Department Chair the IDEA Faculty Information Form that is attached hereto as Appendix C-4.

Student evaluations shall be conducted in accordance with the following requirements using the Instructional Development and Assessment (IDEA) Diagnostic Form (the long form, so called) and Evaluation Form (the short form, so called). A photocopy of the Diagnostic Form is appended to this Agreement as its Appendix C-2, and a photocopy of the Evaluation Form is appended to this Agreement as its Appendix C-3.

(a) The Diagnostic Form shall be used to conduct the student evaluations of all full-time non-tenured members of the faculty; and

(b) the Diagnostic Form or the Evaluation Form, as the faculty member may elect from time to time, shall be used to conduct the student evaluations of all tenured members of the faculty.

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

Individual written student comments are prohibited on student evaluation forms. Any such individual comments made shall be disregarded.

Nothing in this Section 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
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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.

b. 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. 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.

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), B(2)(b) (but only in cases where the Department Chair shall have certified that the faculty member's performance is unsatisfactory), or B(2)(c) 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.

c. 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 and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

d. 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.

e. 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.
f. **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.

g. **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**

a. **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. The parties recognize and agree that student evaluations should be used, to the extent
possible, to discern the pattern or patterns evidenced 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.

The parties agree that 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.

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 and submit to the Department Chair the IDEA Faculty Information Form that is attached hereto as Appendix C-4.

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.

The Evaluation Form (the short form: Appendix C-3) shall be used to conduct the student evaluations of all part-time members of the faculty unless, in respect of any course or courses the faculty member shall have elected or the Department Chair shall have required the use of the Diagnostic Form (the long form: Appendix C-2).

b. 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 in the form attached hereto as Appendix D-1.

c. **Comprehensive Resume**

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

d. **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.

e. **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.

f. **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

a. 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, the Library Chair (Worcester State College) 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.

b. 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 and ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

c. 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.

d. Any Other Information or Materials Submitted by the Librarian, the Director, Library, the Library Chair (Worcester State College) 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, the Library Chair (Worcester State College) or the Library Program Area Chair, as may be appropriate, and/or the Vice President. Such
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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

a. 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.

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

The materials described above in Section D(2)(e) shall be submitted by the person responsible for doing so prior to the commencement of the evaluation.

c. Librarians

Prior to the commencement of his/her evaluation, every Librarian shall submit to the Director, Library, the Library Chair (Worcester State College) 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 Sections D(3)(a), (c) and (d) shall be secured or submitted by the Director, Library, the Library Chair (Worcester State College) or the Library Program Area Chair, as may be appropriate, prior to the commencement of the evaluation.

2. Preliminary Evaluation

a. Full-Time Faculty Members: Departmental Evaluation

(i) 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 promotion (or, when requested by the candidate, for tenure) and shall do so on the basis of the criteria set forth in Section (1) of Section A using the form appearing in Appendix D-2(a). 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 Section (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.

(ii) 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 Section (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.

b. **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 Section (2) of Section A using the form appearing in Appendix D-2(b).

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.

c. **Librarians: Evaluation by the Director, Library Chair (Worcester State College) or Library Program Area Chair**

The Director, Library, the Library Chair (Worcester State College) 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 Section (3) of Section A using the form appearing in Appendix E-1.
The Director, Library, the Library Chair (Worcester State College) 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, the Library Chair (Worcester State College) 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, the Library Chair (Worcester State College) 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, the Library Chair (Worcester State College) 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, the Library Chair (Worcester State College) 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, the Library Chair (Worcester State College) 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.

d. 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, the Library Chair (Worcester State College) 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.
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The Department Chair or Director, Library, the Library Chair (Worcester State College) 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(a).

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 Department Chair, Peer Evaluation Committee and the Director, Library, the Library Chair (Worcester State College) or the 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.
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a. 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.

b. 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.

c. Where a recommendation pertains to tenure, the Vice President shall act in accordance with the provisions of the following Section 5.

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, the Library Chair (Worcester State College) 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

Whenever the Vice President shall have received any recommendation pertaining to a grant of tenure from the Department Chair, or from the Director, Library, the Library Chair (Worcester State College) or the Library Program Area Chair, as may be appropriate, and from the Peer Evaluation Committee (if there shall have been one), he/she shall transmit such recommendation to the Committee on Tenure together with all materials used in making such recommendation. Such Committee on Tenure shall thereafter conduct an evaluation 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

   a. 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.

   b. Evaluations of Department Chairs in their Capacity as Department Chairs

   The performance of each Department Chair in his/her capacity as such shall also be annually evaluated by the Departmental Peer Evaluation Committee.

   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 Section 1(b) 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 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; 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, 1996, the terms of office
for each such vacant position shall be fixed in advance by the Chapter President at either one year or two years for the purpose of providing as fully as is practicable for staggering the terms of all members of the Committee on a ratio of four (4) to three (3).

H. EVALUATION BY THE COMMITTEE ON TENURE

Any recommendation of a Department Chair, Principal, Director, Library, Chair, Library (Worcester State) or Library Program Area Chair, as the case may be, or a Peer Evaluation Committee concerning tenure shall be transmitted directly to the Vice President, who shall in turn transmit such recommendation to the Committee on Tenure. The Department Chair or the Chair of any such evaluation committee shall, by cover letter or memorandum, certify that any prior applicable procedures as set forth in this Article have been complied with.

The Special Committee on Tenure shall be composed as follows:

1. The Vice President;

2. The Department Chair of the candidate for tenure, or, in the case of a candidate for tenure who is a Librarian, the Director, Library or the Library Program Chair, as the case may be;

3. A tenured member of the department of the candidate for tenure, or a tenured Librarian, as the case may require; and

4. A tenured member of a department other than the Department of the candidate for tenure; or in the case of a Librarian, a tenured member of the faculty at the College at which such Librarian is employed.

The person identified in the foregoing item 3 shall be selected by and from among the tenured members of the Department or by and from among the tenured members of the library, as the case may require; provided, however, that whenever there shall be no qualified member of such department or library able to serve in such capacity, a tenured member of the faculty at the College shall be selected by the members of such department or library. The person identified in the foregoing item 4 shall be selected by the other three (3) members of the special Committee on Tenure and shall serve as Chair of the Committee.

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. Whenever the Vice President shall be unable to serve on such committee, whether by reason of any such challenge or otherwise, the President shall designate another administrator at 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 as a member of the Committee in the stead of the Vice President.

Notwithstanding the foregoing, 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.

The Vice President, after consultation with the Chair of the Committee on Tenure, shall schedule the necessary meetings of the Committee. The candidate for tenure shall be invited by the Chair of the Committee on Tenure to meet with the Committee during some part of its evaluation of the candidate. 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 written information relating to his/her evaluation. The meetings of the Committee shall not be recorded by audio or video tape.

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. 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.
Article VIII - Evaluations

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.

The Chair of the Committee shall transmit the Committee's recommendations concerning tenure, together with the recommendation of the Department Chair, and the Peer Evaluation Committee, if any, as the case may be, directly to the President of the College. The Chair of the Committee on Tenure shall include a signed cover letter or memorandum with such recommendation certifying that the procedures set forth in this Section H have been complied with. At the same time, a copy of such recommendation shall be sent to the candidate by registered 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 on Tenure, which response, if any, shall be promptly transmitted to the President of the College.

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 Section (2) shall not apply to recommendations concerning any personnel actions other than those to which such Section 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, Library Chair (Worcester State College) or Library Program Area Chair, as may be appropriate, and/or by the Committee on Tenure.

K. EVALUATION FORMS

All evaluations conducted during any academic year commencing after May 31, 1995, 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

a. 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. And those persons conducting such evaluation shall have regard to and shall evaluate the quality of such work.
b. 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 (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; (ii) 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; (iii) 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; (iv) failed or been unable to initiate any procedure permitted by any applicable provision of this Article VIII; or (v) 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.
Article VIII - Evaluations


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)(d)), 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, 1995, 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, the candidate therefor 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.
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O. SPECIAL PERFORMANCE REVIEWS

On or before November 30, 1995, and, again, on or before May 31, 1996, and, again, on or before May 31, 1997, the Department Chair, the Director, Library, the Chair of the Library (Worcester State College), the Library Program Area Chair, or the Principal of a Campus School 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 instance, during the work year falling within fiscal year 1995, in the second, during the work year falling within fiscal year 1996, and, in the third, during the work year falling within fiscal year 1997; 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 applicable provisions of the Agreement which are modified by this Section P shall only be of application as follows 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. It is understood and agreed by the parties that 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. The parties hereby stipulate and agree that 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.
ARTICLE VIII-A - EVALUATION OF UNIT MEMBERS AT THE MASSACHUSETTS MARITIME ACADEMY

A. FACULTY MEMBERS

All faculty members at the Massachusetts Maritime Academy, including all Professional Maritime Faculty, shall be evaluated on the basis of the criteria prescribed at Section A (1) of Article VIII of this Agreement and on the basis of the following supplementary criterion:

Effectiveness in correcting or disciplining cadets when necessary.

B. PROFESSIONAL MARITIME FACULTY

In addition to the criteria made of application by the preceding Section A, all Professional Maritime Faculty shall be evaluated on the basis of the following criteria:

1. Achievements in the individual's specialized field;
2. Maintenance of a proper uniform; and
3. Contributions to maritime training and shipboard operations.

C. ADJUNCT INSTRUCTORS

All persons employed as adjunct instructors at the Massachusetts Maritime Academy shall be evaluated pursuant to Article VIII of the Agreement, but such evaluation shall be conducted solely on the basis of the following criteria:

1. Teaching/training effectiveness;
2. Assistance to students;
3. Maintenance of a proper uniform;
4. Effectiveness in correcting or disciplining cadets when necessary; and
5. Other professional activities, including achievements in the individual’s specialized field and participation in and contribution to the improvement and development of maritime training and academic and College affairs at the Academy.

A record of each evaluation conducted pursuant to this Section C shall be made on the form that is attached hereto as Appendix E-2.
D. APPLICATION OF ARTICLE VIII

In all other respects the provisions of Article VIII of the Agreement shall be of full application to all members of the bargaining unit employed at the Academy.
ARTICLE VIII-B - EVALUATION OF CAMPUS SCHOOL TEACHERS

All Campus School Teachers at each campus school shall be evaluated in accordance with the provisions of this Article VIII-B.

A. CRITERIA FOR EVALUATION OF CAMPUS SCHOOL TEACHERS

In conducting evaluations pursuant to the provisions of this Article, Campus School Teachers and the responsible administrators at each College shall apply such criteria, other than that relating to "academic advising," as are set forth in Section 1 of Section A of Article VIII, and those criteria shall be deemed to be a part hereof. The foregoing criteria shall be used as a measure with reference to each school year or years in respect of which an evaluation is being conducted and the overall evaluation of each Campus School Teacher shall have regard to the entire professional performance of such teacher during each such year or years.

The basis for every evaluation shall be professional quality demonstrated with reference to each of the applicable criteria; provided, however, that whenever any teacher is being evaluated as a candidate for promotion, such criteria shall be applicable with further reference to the requirements applicable to promotion to the rank for which such teacher is a candidate.

B. MATERIALS TO BE UTILIZED IN THE EVALUATION OF CAMPUS SCHOOL TEACHERS

In conducting evaluations pursuant to the provisions of this Article VIII-B, Campus School Teachers, the Peer Evaluation Committee and the responsible administrators at each College shall utilize the materials set forth in Section 1 of Section D Article VIII, and those provisions as there set forth shall, for the purposes of this Article VIII-B, be deemed to be a part hereof; provided, however, that the provisions of Section D(1)(a) of Article VIII (student evaluations) shall not be deemed to be a part of this Article VIII-B.

Evaluations of teaching effectiveness on the basis of classroom visitations shall be made on the form attached hereto as Appendix F-1, and evaluations conducted by the Principal and Peer Evaluation Committee shall be conducted using the form appearing in Appendix F-2.

C. APPLICATION OF ARTICLE VIII

In all other respects the provisions of Article VIII of this Agreement shall be of full application in the evaluation of all Campus School Teachers, except that responsibilities
assigned in Article VIII to the Department Chair shall, in the evaluation of Campus School Teachers, be discharged by the Principal of the Campus School.
ARTICLE IX - TENURE

The granting of tenure is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to employ the recipient of tenure for the balance of his/her professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. Tenure has its place in the academic community as the principal means through which academic freedom is preserved.

It must be accomplished with the utmost care, concern and searching evaluation by the faculty and the administration of the institution.

The serious decision of granting tenure demands that the President, before making recommendations to the Board, have substantial evidence, determined through professional evaluation, that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution. It is the responsibility of the candidate for tenure to produce such substantial evidence based on his/her prior academic and professional life.

For the purposes of this Article, but subject to the provisions hereof, the phrase "faculty member" shall include "Librarian" and "Campus School Teacher".

A. ENTITLEMENT

1. Except as otherwise provided in Sections C (1) and C (2) of this Article, only faculty members who hold full-time appointments as Assistant Professor, Associate Professor or Professor or who hold such appointments as Assistant Librarian, Associate Librarian, Librarian or Senior Librarian shall be eligible to be considered for or granted tenure.

The provisions of this Article IX shall be of no application to any person holding a part-time appointment.

2. Any faculty member who serves at a College as a full-time faculty member for four (4) consecutive academic years and is reappointed as such for a fifth consecutive academic year shall, in accordance with the provisions of Article VIII of this Agreement, be evaluated for tenure during such fifth academic year. This provision shall be of no application to any faculty member who has been duly notified that he/she will not be reappointed as a full-time faculty member at the completion of his/her fifth academic year; and this provision shall be of no application to any faculty member who has been evaluated for tenure prior to his/her fifth year of consecutive service as a full-time
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faculty member. The service of Campus School Teachers shall be measured with reference to consecutive school years and that of Librarians with reference to consecutive work years.

3. No member of the bargaining unit shall be a candidate for tenure more than once and, if denied tenure on the occasion of such candidacy, shall thereupon be granted a final appointment for the period of the ensuing academic year.

4. Tenure, when granted by the Board of Trustees, shall first have effect no later than the commencement of a faculty member's seventh consecutive academic year of service as a full-time faculty member at a College.

5. Every faculty member who shall have been evaluated for tenure shall be notified by the President, not later than September 1 of his/her sixth academic year of service, of the decision of the Board of Trustees to grant or to deny such faculty member tenure.

   Any faculty member other than an Instructor who serves the College as a full-time faculty member for more than six (6) consecutive years shall thereby gain tenure.

6. Nothing in this Article IX shall abrogate the right of the Board of Trustees to request that a faculty member holding a full-time appointment be evaluated for tenure prior to such faculty member's fifth consecutive year of service as such, or the right of the Board of Trustees to grant tenure upon appointment to any faculty member without such prior service; provided, however, that before the granting of tenure, upon initial appointment or otherwise, the candidate shall be evaluated under the terms of this Agreement.

7. Any other provision of this Article IX to the contrary notwithstanding, no faculty member serving pursuant to the terms of a temporary appointment made in accordance with the provisions of Article XX of this Agreement shall be considered for or gain tenure, nor shall service pursuant to the terms of any such temporary appointment be included in any calculation of the number of years of consecutive service rendered by any faculty member prior to such faculty member's being considered for tenure.

8. Tenure, when granted, shall be granted and shall have effect only at the College at which the faculty member to whom tenure is granted holds, or may thereafter hold, his/her appointment.
9. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor shall the periods of any such leaves be included in any calculation of the number of years of service rendered by any faculty member prior to his/her being considered for tenure.

10. Department Chairs do not have tenure in that capacity, but may hold and retain such tenure, if any, as shall have been granted to them as members of the faculty.

11. Anything in the foregoing to the contrary notwithstanding, any faculty member who shall have been first given a full-time appointment after December 1 but prior to the expiration of the then-current academic year shall, solely for the purpose of calculating such faculty member’s eligibility for tenure, be deemed to have been so appointed with effect on the date of commencement of the academic year next following; and any faculty member first given a full-time appointment after the expiration of any academic year but prior to December 1 in the next academic year shall be deemed to have been so appointed on the date of commencement of such next academic year.

12. No member of the bargaining unit who holds an appointment as Library Assistant shall be considered for or gain tenure, nor shall any service as Library Assistant be included in any calculation of the number of years of consecutive service rendered by him/her prior to his/her being considered for tenure.

13. Except as otherwise expressly provided in this Section A, the actions required to be taken by a Board of Trustees pursuant to this Article IX may not be delegated.

B. EVALUATION FOR TENURE

1. When a person is being considered for tenure in accordance with the provisions of this Agreement, a thorough evaluation of his/her achievement and potential shall be made in accordance with the applicable provisions of Article VIII of this Agreement.

2. Each such evaluation shall be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be granted tenure.

C. APPLICATION TO CERTAIN LIBRARIANS

1. Every Assistant Librarian, Associate Librarian and Librarian to whom tenure has not been granted by the Board of Trustees prior to the date of execution of this Agreement shall be eligible for tenure in accordance with the provisions of this Article IX; provided, however, that
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no provision of this Article IX shall be of application to any person who was employed as a Library Associate, Assistant Librarian or Associate Librarian on November 6, 1978, and who, in accordance with the provisions of Section C(1) of Article IX of the Agreement made on that date between the Board of Trustees of State Colleges and the Massachusetts Teachers Association, elected not to be eligible for tenure.

2. Every person who failed to make the election referred to in the foregoing Section 1 and who, on November 6, 1978, had been employed as a Library Associate, Assistant Librarian or Associate Librarian for more than five (5) consecutive years, exclusive of any periods of unpaid leave, shall continue to be eligible for tenure subject to the provisions of Section C(2), (3) and (4) of Article IX of the Agreement of November 6, 1978.

D. APPLICATION TO CERTAIN CAMPUS SCHOOL TEACHERS

All Campus School Teachers shall be eligible for tenure in accordance with the provisions of this Article IX.

E. REMOVAL OF A TENURED MEMBER OF THE BARGAINING UNIT

1. A tenured member of the bargaining unit, without regard to the means by which he/she attained tenure, shall not be removed from his/her position except upon a finding by the Board that just cause exists, which finding shall be made in accordance with the provisions of this Article and shall not be arbitrary or capricious. Just cause shall be deemed to be the following:

   a. Substantial and manifest neglect of professional duty;

   b. Demonstrated incompetence in the performance of duties assigned pursuant to the provisions of this Agreement;

   c. Dishonesty in research;

   d. Conviction of a felony; or

   e. Misrepresentation of academic credentials.

Activities protected by the principles of academic freedom incorporated in Article V of this Agreement shall not constitute cause for removal.

2. Termination of a tenured faculty member shall be subject to the following procedures:

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a. The President of the College shall have the sole authority to initiate formal termination proceedings. Such proceedings may only be initiated during the academic year.

b. The President, after consultation with the Vice President, shall give notice in writing to the faculty member of the grounds for the recommendation for removal, which notice shall be given not less than thirty (30) days nor more than sixty (60) days prior to any removal hearing.

c. The grounds for removal shall be presented at a hearing to a committee composed of five (5) tenured members of the faculty, together with two (2) alternate members of the faculty, who shall be chosen in the following manner:

i. The members of the committee shall be selected by lot at a meeting which shall be held not sooner than ten (10) days following the giving of the notice required by the preceding paragraph (b) nor later than five (5) days prior to the date of such hearing.

ii. Written notice of such meeting shall be given to the faculty member whose removal is to be considered and to the Chapter President, which notice shall be given, as a part of the notice required by the preceding paragraph (b) or otherwise, not less than seven (7) days prior to such meeting.

iii. Such meeting shall be convened by an arbitrator selected in accordance with the provisions of Step 3 of Article XI of this Agreement. The faculty member and/or his/her representative and the President shall be entitled as of right to attend such meeting.

iv. The arbitrator shall draw at random by lot the names of twenty-five (25) tenured faculty members who shall be eligible to serve on the committee in the order in which their names are drawn.

v. Every tenured faculty member whose name is drawn by lot shall serve except in the case of illness, sabbatical or other approved leave of absence, extraordinary hardship, or disqualification as provided below. In the event of the inability to serve or the disqualification of a faculty member, the next faculty member, in
order of the drawing, shall become eligible to serve.

vi. Challenges by the President or by the faculty member under consideration or his/her representative shall be made promptly upon completion of the drawing of the said twenty-five (25) names and shall be made in the order in which names have been drawn. The President and the faculty member under consideration or his/her representative shall each be allowed three (3) preemptory challenges. Additional challenges shall be made for cause, i.e., demonstrable bias against the faculty member under consideration as evidenced by a consistent pattern of past behavior, or direct involvement in the pending case. The arbitrator shall decide whether the cause for challenge is valid, which decision shall be final and binding.

vii. If necessary to establish a committee of five (5) members with two (2) alternates an additional twenty-five (25) names shall be selected at random, and so on, until a full committee is established.

viii. In the event that the faculty member under consideration appeals the case through the faculty grievance procedure described in Article XI of this Agreement, the arbitrator shall be disqualified from serving as arbitrator in the processing of that grievance.

d. The Committee so chosen shall convene on the date prescribed in the notice given pursuant to the foregoing paragraph (b) for the purpose of conducting a hearing regarding the reasons given in such notice for the removal of the faculty member in question. The hearing shall be conducted in the following manner:

i. The Committee shall elect a chair.

ii. The Committee hearings shall be closed to the public except upon the written request of the faculty member under consideration; provided, however, that such faculty member shall have the right to have one other faculty member attend the Committee hearings, but only as a non-participating observer; and provided further that a representative of the Association may be present at such hearings.
iii. A recording shall be kept of the proceedings, with the right of the faculty member under consideration, upon written request, to have all or part of the recording reproduced at the expense of the Board of Trustees. The Chair of the Committee shall designate a recorder and shall be allowed to use the necessary facilities of the College.

e. The Committee's written report shall be forwarded to the President of the College within ten (10) days of the close of the hearing. The report shall contain a detailed statement of the Committee's recommendations and findings of fact. A copy of the report shall also be forwarded to the faculty member under consideration. Upon written notice to the President, the faculty member may file a written rebuttal to the report within ten (10) days of receipt of the report from the Committee. Majority and minority reports may be filed if the committee or any of its members so desire. The Committee's report shall be advisory only.

f. The President may, after consideration of the Committee's report and within ten (10) days after his/her receipt of the report, file with the Board of Trustees a recommendation for removal of the faculty member under consideration. The President's recommendation to the Board shall also include a copy of the written notice of the grounds for removal as presented to the faculty member, a copy of the full text of the Committee's report, and everything a part thereof, and any rebuttal statement submitted by the faculty member in accordance with the provisions of this Article. A copy of the President's recommendation shall be forwarded to the faculty member under consideration.

g. The recommendation for removal of the faculty member shall be deemed to be withdrawn if the President does not file a recommendation with the Board within ten (10) days. The President shall promptly notify the faculty member under consideration, in writing, of the withdrawal of the recommendation.

h. Upon written request of the faculty member, the Board of Trustees shall grant the faculty member a full hearing, which shall be conducted before the Board, a committee thereof or a designee thereof, as the Board may determine, and which hearing shall be conducted in the following manner:
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i. The faculty member under consideration shall be given at least thirty (30) days' notice of the hearing. He/she may be represented by counsel or other designated representative.

ii. The hearing shall be closed to the public except upon written request of the faculty member, his/her counsel or other designated representative.

iii. The Board shall be responsible for keeping a recording of the proceedings. Upon written request to the Board the faculty member may have all or part of the recording reproduced at the expense of the Board.

iv. Within thirty (30) days after the close of the hearing, the Board shall render a written decision; provided, however, that if such hearing is conducted by a Committee of the Board or by the Board's designee, such written decision shall be in the form of a recommendation to the Board of Trustees, upon receipt whereof and as soon as is practicable thereafter, the Board shall make such final decision as it deems appropriate. A copy of the decision shall be forwarded to the faculty member.

3. Unless otherwise specified by the Board, upon notification to a faculty member that the Board has voted to remove him/her from his/her position, a faculty member shall be offered a terminal contract of employment, to expire at the end of the second complete semester following such notification to the faculty member.

4. Any tenured member of the faculty who shall have been indicted or convicted of a felony may thereupon be suspended by the Board of Trustees. Notice of such suspension shall be given in writing and delivered by hand to such faculty member or sent by registered mail, return receipt requested, to such faculty member at his/her last known place of residence. Such notice when so delivered or sent shall automatically suspend such faculty member from his/her employment until he/she shall have been notified in like manner that his/her suspension has been reversed.

Any faculty member so suspended shall not receive any compensation or salary during the period of such suspension, nor shall the period of his/her suspension be counted in computing his/her sick leave or vacation benefits or seniority rights.
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Such suspension shall be for any such period as may be provided by law during which such faculty member may appeal against the conviction for such felony; provided, however, that whenever such faculty member shall have appealed against such conviction, such suspension shall remain in force until such appeal shall have been adjudicated or otherwise disposed of.

Whenever such indictment shall have been quashed or otherwise terminated without a conviction, such suspension shall be forthwith reversed and such faculty member shall receive all compensation or salary due him/her for the period of suspension and time of his/her suspension shall count in determining sick leave, vacation benefits and seniority rights; provided, however, that whenever any such conviction shall not have been appealed within the time limit provided therefor provided by law, or shall not have been reversed on appeal, such faculty member shall be subject to termination pursuant to the provisions of this Article.

Nothing in this Section 4 shall be deemed to impair the right of the President of any College, in accordance with the provisions of this Section E, to initiate termination proceedings against any tenured member of the faculty in respect of any act or omission that has led or may thereafter lead to the criminal prosecution of such faculty member, whether or not such faculty member has been convicted of a felony or other crime as a result of such prosecution.

5. Any written notice required to be given any faculty member and any document or written report required to be transmitted to any faculty member pursuant to the provisions of the foregoing Sections (2), (3) and (4) shall be given or transmitted by registered mail, return receipt requested, or shall be delivered in hand to such faculty member and a receipt secured therefor.

6. The provisions of this Section E shall be of no application to any Librarian who, not having been granted tenure, is nevertheless terminable only for just cause.

F. APPLICATION OF TENURE POLICY

The provisions of this Article shall be of application to all members of the bargaining unit who are eligible for or shall have been granted tenure regardless of the means by which such tenure has been granted.

The parties recognize that certain tenured members of the bargaining unit have been granted statutory rights of tenure. Pursuant to the terms of this Article, if such a tenured member
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of the bargaining unit shall have been given notice of removal in accordance with the provisions of Section E (2)(b) of this Article he/she shall, within seven (7) calendar days of the receipt of such notice, elect either to be subject to the removal procedures of this Article or to exercise any statutory right to which he/she may be entitled.

He/she shall make such election by notice in writing, delivered to the President within such period. If he/she shall fail to do so, he/she shall be subject only to the provisions of this Article.
ARTICLE X - RETRENCHMENT

A. INTRODUCTION

The parties recognize that, should a financial exigency ever occur, every reasonable measure should be taken, as is hereinafter provided, to curtail the operations of any affected College consistent with the preservation of the academic integrity of its educational programs and goals and consistent with the preservation of the paramount teaching-learning relationship among members of its academic community.

The parties expressly agree notwithstanding any other term of this Agreement, that no unit member shall be retrenched except as provided in accordance with the provisions of Article X, XA or XB, as may be applicable.

B. APPLICATION

Save as is provided in Article XA and XB, the provisions of this Article shall exclusively govern the retrenchment of members of the bargaining unit at each College, any other provision of this Agreement to the contrary notwithstanding.

Except as is otherwise provided in Section I of this Article X, it is further understood and agreed that the provisions of this Article X shall be of no application to any person holding a part-time appointment to a position in the bargaining unit during the term of this Agreement at a College other than the Massachusetts College of Art.

C. DEFINITIONS

1. Financial Exigency: For the purposes of this Article, financial exigency shall be deemed to exist at a College whenever, in any fiscal year, the moneys allocated or otherwise made available from or by way of legislative appropriation for all of the operations of such College, including those of any affiliated campus school, shall be insufficient for the continuation of any or all of such operations during such fiscal year; or whenever, in any fiscal year, either no annual appropriation shall have been enacted in respect of any College, or, if such annual appropriation shall have been enacted pursuant to Section 15 of Chapter 15A of the General Laws, no allocation shall have been made in respect of a College.

Whenever such annual appropriation shall have been enacted pursuant to the said Section 15 of Chapter 15A, and the Coordinating Council shall have preliminarily determined to make an allocation to any College which shall be insufficient for the continuation of any or all such operations of the affected College during such fiscal year,
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the Chancellor, the President of the College, and the Association shall promptly meet and confer. Such meeting shall be called by the Chancellor.

Nothing in this definition shall be deemed to permit the retrenchment of any member of the bargaining unit until the provisions of Section E of this Article shall have first been complied with, nor shall the existence of a financial exigency as herein defined be deemed to require the Board of Trustees of any College to initiate procedures for the retrenchment of members of the bargaining unit. If the Board of Trustees shall have determined that such procedures should be initiated, it shall provide the Association with the information on the basis of which it has determined the financial exigency to exist.

2. Declining Pupil Enrollment: For the purposes of this Agreement, "declining pupil enrollment" shall mean a decrease in the total number of pupils enrolled at the Campus School during a school year, which decrease shall be measured by comparing the total number of pupils so enrolled during the then-current school year with the total number of pupils so enrolled during the next previous school year, both such totals to be those as shown on the annual official city or town enrollment census for each such year and which decline shall, in the sole discretion of the Board of Trustees of the College, be deemed to be of sufficient magnitude to justify a reduction in the total number of bargaining unit members employed at such Campus School. Anything in the foregoing to the contrary notwithstanding, there shall be deemed to be a decline in pupil enrollment at a Campus School whenever,

a. pursuant to any agreement by which such campus school is maintained or operated by the Board of Trustees, notice of the termination of such agreement shall have been duly given by either party thereto; and

b. the prospective termination of such agreement pursuant to the notice of termination so given shall, in the sole discretion of the Board, be deemed to justify a reduction in the total number of bargaining unit members employed at such campus school.

3. Declining Student Enrollment: For the purposes of this Agreement, "declining student enrollment" shall mean a decrease in the total number of students enrolled in the total number of courses offered by a department or program area during a semester, which decrease shall be measured by comparing the total number of students so enrolled during the then-current semester with the average total number of students so enrolled during the three previous comparable semesters (i.e., fall or spring), and which decline shall,
in the sole discretion of the Board, be deemed to be of sufficient magnitude to justify a reduction in the total number of faculty members within that department or program area; provided, however, that in the case of any department or program area that shall have been in existence for fewer than three (3) full academic years at the time when any measure of student enrollment is taken pursuant to this provision, such measure shall be taken with reference to the average total number of students enrolled in such department or program area during such number of previous comparable semesters as equals the number of full academic years, being fewer than three (3), during which such department or program area shall have been in existence; and provided further that the aforesaid determination of the Board shall not be arbitrary or capricious. For the purpose of determining the total number of students enrolled in all of the courses offered by a department or program area during any semester, the count shall be taken at the end of the period during which students are permitted to enroll in courses for such semester. Nothing in this definition shall be deemed to permit the retrenchment of any faculty member in any such department or program area until the provisions of Section E of this Article shall have first been complied with, nor shall the existence of a declining student enrollment as herein defined be deemed to require the Board to initiate procedures for the retrenchment of any such faculty member.

4. **Retrenchment:** For the purposes of this Article, "retrenchment" shall mean the laying off of any member of the bargaining unit by reason of financial exigency, declining pupil enrollment, or declining student enrollment at a College, and shall not mean termination.

5. **Seniority:** For the purpose of this Agreement, as applied to each member of the bargaining unit, "seniority" shall mean:

   a. in the case of faculty members, the status of each faculty member relative to all the other faculty members within the department or program area of which he/she is a member;

   b. in the case of Campus School Teachers, the status of each Campus School Teacher relative to all other Campus School Teachers within the Campus School at which he/she teaches; and

   c. in the case of Librarians, the status of each Librarian relative to all other Librarians at the College at which he/she is employed,
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which status shall be measured by the length of the continuous service at the College or another Massachusetts State College of such member of the bargaining unit; in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order of which the Board of Trustees of any College or any of its predecessors shall have voted to appoint such member of the bargaining unit to a position at the College.

A person's service at the College shall not include any time in excess of two (2) years that such person shall have spent in any unpaid leave of absence subsequent to the date on which a Board of Trustees or any of its predecessors shall have voted to appoint such person to a position at a College; provided, however, that nothing herein contained shall be deemed to abrogate any entitlement to seniority that shall have accrued, or may hereafter accrue, to any person who, on November 6, 1978, was employed at a College as an administrator and who held an academic rank on such date; and provided further that the foregoing proviso and the paragraph next following this paragraph shall be deemed to have first had effect at Salem State College on June 10, 1977; such persons, serving in such administrative positions, may accrue no more than a total of twenty (20) years seniority including both prior seniority earned as a faculty member, and seniority accrued as an administrator.

With effect on November 6, 1978, any member of the bargaining unit who was thereafter appointed to an administrative position at a College shall retain seniority accrued as a faculty member at such College at the date of such administrative appointment, provided only that such appointment shall have been made prior to February 23, 1984.

With effect on February 23, 1984, any member of the bargaining unit who was thereafter appointed at a College to one of the administrative positions identified below shall retain seniority accrued as a faculty member at such College at the date of such appointment. The administrative positions to which the preceding sentence is of application are the following:

a. Vice President (Academic Dean),

b. Dean of Graduate and Continuing Education,

c. Dean of Undergraduate Studies.

With effect on February 23, 1984, any unit member who is appointed to serve in the position of Associate Dean, Academic Affairs, shall be entitled to a leave of absence not to exceed five (5) calendar years from the date of such
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appointment, provided only that such appointment shall have been made prior to the date of execution of this Agreement. The period of such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior accrued seniority.

6. Administrative Right of Return

The persons to whom the provisions of the final three paragraphs of the foregoing Section 5 are and shall be of application in accordance with the terms thereof are all those persons whose names appear on the list that is made a part of this Agreement as its Appendix P; provided, however, that nothing contained in this paragraph shall be deemed to grant or deny rights to any person whose name appears on such list under the heading "Persons Claiming Rights in Dispute by One Party to this Agreement"; it being the understanding of the parties that any and all such rights, the same being in dispute, shall be resolved by such agreements as they may hereafter make or through such other lawful means as either may properly invoke for the resolution of disputes between them.

7. Administrative Leave of Absence

Save for the provisions of Section 5, with effect on February 23, 1984, any unit member who is appointed to serve in any administrative capacity shall be entitled to one (1) unpaid leave of absence not to exceed to (2) calendar years from the date of such appointment. The period of such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior accrued seniority.

8. Conditions Upon Return

Individuals referred to in Sections 5, 6 and 7 of this Section C are accorded the right to retain their faculty rank and tenure and to return to their faculty position at the College and in the academic department with such rank and tenure last held, and to do so at any time during their employment in an administrative position; provided, however, that the individuals referred to in Section 7 must exercise their right of return no later than the end of their approved leave of absence.

Whenever any of the aforementioned administrators shall have exercised his/her right to return to his/her faculty position in accordance with the provisions of the foregoing paragraph, his/her salary as a faculty member
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shall be determined in accordance with the following criteria:

a. No such salary shall exceed the maximum salary of the range which, by the terms of any applicable collective bargaining agreement, is of application to such faculty member's rank; and

b. Subject to the foregoing, the salary payable to such faculty member shall be either:

i. an amount equal to the administrator's salary on the date immediately prior to the date on which he/she assumes his/her faculty position, but reduced by the dollar amount of the increase, if any, that such administrator was granted in consideration of his/her having been granted his/her administrative position; or

ii. an amount equal to the salary last paid such administrator, as he/she was a faculty member, on the date immediately prior to the date on which he/she was appointed to an administrative position, but increased by the amount of all those increases in salary that were of general application to members of the faculty and that would otherwise have been granted him/her had he/she remained a member of the faculty, whether such increases were accorded by law, by vote of the Board or by any collective bargaining agreement, whichever shall be greater; provided, however, that in the case of any administrator whose salary as he/she was a faculty member was at the maximum of the range, as it then was, for the faculty rank he/she then held, such administrator's salary shall, upon his/her return to his/her position as a faculty member, be paid at the maximum of the rank to which he/she is entitled to return.

9. Termination of Leave

Nothing in this Agreement shall be deemed to prohibit any Board of Trustees from, at any time, terminating any leave of absence described in this Section.

10. Vice President: Academic Appointment

Subject to the provisions of Sections 6, 7 and 8 of this Article X, the parties agree that the employer may initially appoint the Vice President with academic rank and tenure. Any such appointment shall be made in accordance
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with Articles IX and XX. No unit position shall be held vacant in reserve by reason of such appointment. Upon the return of such appointee to a unit position, no unit member shall be retrenched for the purpose of creating a vacancy.

Any Vice President who is appointed to rank and tenure during the term of this Agreement, shall for such purpose, be entitled to one (1) unpaid leave of absence not to exceed to (2) calendar years from the date of such appointment. The period of such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior accrued seniority.

D. CRITERIA FOR RETRENCHMENT

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at a College shall determine the order in which he/she shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured member of a department or program area shall be retrenched sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

2. Campus School Teachers

The seniority of each Campus School Teacher employed at any Campus School shall determine the order in which he/she shall be retrenched from that Campus School so that the most senior such teacher shall be last retrenched and the least senior such teacher shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those Campus School Teachers to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered
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by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured Campus School Teacher shall be retrenched sooner than a non-tenured Campus School Teacher solely by reason of the fact that such tenured teacher has less seniority than such non-tenured teacher.

3. Librarians

The seniority of each Librarian at the College at which he/she is employed shall determine the order in which he/she shall be retrenched from that College, so that the most senior such Librarian shall be last retrenched and the least senior such Librarian shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those Librarians to be retained are, by training and/or experience, determined by the Board of Trustees to be essential to the operation of the Library or libraries at such College; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured Librarian shall be retrenched sooner than a non-tenured Librarian solely by reason of the fact that such tenured Librarian has less seniority than such non-tenured Librarian.

4. Application

Whenever it shall be necessary, pursuant to the application of this Section D to determine:

a. Whether any faculty member who would otherwise be retrenched should be retained in any department or program area, such determination shall be made by the President and shall not be arbitrary or capricious;

b. Whether any Campus School Teacher who would otherwise be retrenched should be retained at any Campus School, such determination shall be made by the President and shall not be arbitrary or capricious; or

c. Whether any Librarian who would otherwise be retrenched should be retained in any library or libraries at any College, such determination shall be made by the President and shall not be arbitrary or capricious.
E. PROCEDURES FOR RETRENCHMENT

1. Financial Exigency

a. If the President determines that retrenchment for financial reasons may be necessary, he/she shall notify the Chancellor, the President of the Association and the Chapter President, the All College Committee, and affected departments and/or program areas that a financial exigency exists, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request; provided, however that this Section shall not require the President to compile such information, statistics, and/or financial data in the form requested unless already compiled in that form.

c. The President shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the Chapter President.

d. The President of the College, the President of the Association and/or the President of the Chapter shall promptly meet and confer to consider the recommendations of each party and to seek to develop mutual recommendations relative to curtailing the operations of the College as it affects members of the bargaining unit with respect to the preliminary proposal and their recommendations.

e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he/she shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, the extent of retrenchment in each such unit, and, if known, the projected duration of retrenchment. The plan shall identify, in accordance with the provisions of this Article, those unit members who are to be retrenched. A copy of the recommendations of the Association and Chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:
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i. the mission of the affected unit(s) and how circumstances have altered that mission;

ii. the dependence of other unit(s) of the College on the unit(s) affected, of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

iii. arrangements to allow students in the affected unit(s) to satisfy academic needs and requirements;

iv. possible consequences to the stature of the College;

v. the possibilities of re-employment elsewhere in the College or other State College; and

vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall also be transmitted to the Chancellor.

f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the Chapter President, the President of the Association and/or the Chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Chancellor, the President of the Association and the Chapter President.

2. Declining Pupil Enrollment

In cases of Declining Pupil Enrollment, Sections (a) through (f) of Section E(1) of this Article shall be of application, except that the President of the College may solicit and utilize recommendations from the Principal of the Campus School in accordance with such procedures as he/she shall determine.

3. Declining Student Enrollment

a. If the President determines that retrenchment for reasons of Declining Student Enrollment may be necessary, he/she shall so notify the Chancellor, the
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President of the Association and the Chapter President, the All College Committee, and affected departments and/or program areas, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request; provided, however, that this Section shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.

c. The President shall provide a reasonable period of time and, whenever possible, a minimum of sixty (60) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the Chapter President.

d. The President of the College, the President of the Association and/or the Chapter President shall promptly meet and confer with respect to the preliminary proposal and their recommendations.

e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he/she shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, and the extent of retrenchment in each such unit. The plan shall identify, in accordance with the provisions of this Article, those unit members who are to be retrenched. A copy of the recommendations of the Association and local chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:

   i. the mission of the affected unit(s) and how circumstances have altered that mission;

   ii. the dependence of other unit(s) of the College on the unit(s) affected, the effect on the offerings of the unit(s) affected and/or arrangements to replace offerings lost;
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iii. arrangements to allow students in the affected unit(s) to satisfy academic needs and requirements;

iv. possible consequences to the stature of the College;

v. the possibilities of re-employment elsewhere in the College or other State College; and

vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall also be transmitted to the Chancellor.

f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the Chapter President, the President of the Association and/or the Chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Chancellor, the President of the Association and the Chapter President.

4. The determination of the Board of Trustees made hereunder shall not be arbitrary or capricious.

F. General Provisions

No member of the bargaining unit shall be retrenched, pursuant to the provisions of this Article, by reason of financial exigency, declining pupil enrollment or declining student enrollment, until after the applicable provisions of Section E(1), E(2) or E(3) of this Article, as may be required, shall have first been complied with; provided, however, that whenever the President of the Association and/or the Chapter President shall have failed or refused to meet as provided in E(1)(d) and E(3)(d) above, then the Board shall determine to retrench as it may deem appropriate.

G. Rights and Benefits of Retrenched Bargaining Unit Members

1. Notice

a. With regard to retrenchment pursuant to Section E above, bargaining unit members to be retrenched shall
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be informed as soon as possible of their selection. When circumstances permit, the Board shall provide a minimum of fifty-two (52) weeks' notice to tenured bargaining unit members with ten (10) or more years of service; thirty-seven (37) weeks' notice to tenured bargaining unit members with less than ten (10) years of service; and sixteen (16) weeks' notice to all other full-time bargaining unit members. Such notice shall be provided in writing.

b. With regard to faculty, the Board recognizes the desirability, whenever possible, of establishing retrenchment dates that coincide with the end of an academic semester so as to minimize the disruption of teaching.

c. Notwithstanding paragraph (a) above, notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment.

d. Upon request of the unit member who has been so retrenched, the President of the College shall provide him/her with a letter of recommendation which shall also state that the unit member was retrenched due solely to financial exigency, declining pupil enrollment or declining student enrollment, and for no other reason.

e. Once notice of retrenchment for financial exigency has been given, the Board may abbreviate such notice period by making a lump sum payment equivalent to sixty (60) percent of the bargaining unit member's weekly salary for each week such notice period is shortened.

2. Unemployment Compensation

The right of every member of the bargaining unit to receive such unemployment compensation benefits as he/she may be entitled to under Chapter 151A of the General Laws, as amended, is hereby recognized. Every appropriate Board of Trustees shall provide any member of the bargaining unit retrenched pursuant to the provisions of this Article with all such information and assistance as he/she may require for the purpose of making any claim pursuant to the said Chapter 151A.

3. Recall

a. Faculty Member

Whenever during the term of this Agreement it shall be determined by the President to be necessary
to fill, in whole or in part, any faculty position in
department in which retrenchment shall, pursuant to
the provisions of this Article, have earlier taken
place, then the President shall recall the most senior
faculty member from among those faculty members who
shall have been so retrenched from such department;
provided, however, that such order of recall shall
govern only insofar as pursuant to its initial
application each faculty member to be recalled is, by
training and/or experience, qualified to teach the
course or courses for the teaching of which such
position is to be filled.

b. Campus School Teacher

Whenever during the term of this Agreement it
shall be determined by the President to be necessary
to fill, in whole or in part, any teaching position in
campus school from which retrenchment shall,
pursuant to the provisions of this Article, have
erlier taken place, then the President shall recall
the most senior member of the bargaining unit who
shall have been so retrenched from such school;
provided, however, that such order of recall shall
govern only insofar as pursuant to its initial
application each member of the bargaining unit to be
recalled is, by training and/or experience, qualified
to discharge the responsibilities for which such
position is to be filled.

c. Librarian

Whenever at any College during the term of this
Agreement it shall be determined by the President to
be necessary to fill, in whole or in part, any
librarian position at any library or libraries from
which retrenchment shall, pursuant to the provisions
of this Article, have earlier taken place, then the
President may recall the most senior Librarian who
shall have been so retrenched from such library or
libraries; provided, however, that such order of
recall shall govern only insofar as pursuant to its
initial application each Librarian to be recalled is,
by training and/or experience, qualified to discharge
the responsibilities for which such position is to be
filled.

d. General Provisions

Any provision of this Agreement to the contrary
notwithstanding, any member of the bargaining unit
recalled pursuant to the provisions of the foregoing
paragraphs of this Section 3 and who shall not have
been recalled to serve as a full-time appointee shall be recalled subject to any and all such policies, practices and procedures of the Board of Trustees and the College as apply to persons who hold part-time appointments; and provided further that the term of service of such part-time appointee shall be governed by such policies, practices and procedures and shall not be governed by any of the provisions of this Agreement other than the provisions of this Section 3; and provided further that, notwithstanding the foregoing, such part-time appointee shall retain the right to use the procedures of Article XI of this Agreement, to the extent they may apply, to determine whether any provision of this Section 3, but of no other provisions of this Agreement, may have been violated in its application to him/her.

Any such member of the bargaining unit so recalled to a full-time position shall retain all those rights of tenure that he/she shall have held at the date of his/her retrenchment, and shall retain all accumulated sick leave and any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he/she was entitled to at the date of his/her retrenchment.

Any such member of the bargaining unit so recalled to a full-time position shall, for the purpose of determining his/her status of seniority, be deemed to have been employed at the College during any period in which he/she shall have been retrenched pursuant to the provisions of this Article.

4. **Re-employment List**

The names of any member of the bargaining unit retrenched pursuant to the provisions of this Article, other than a faculty member who shall have been reassigned in accordance with the provisions of the following Section 5, shall be entered on a re-employment list and shall be maintained thereon for five (5) years or for a period equal to his/her length of service at the College where he/she was employed on the date of his/her retrenchment, whichever is less. Every person on such re-employment list shall, prior to posting, be notified of all positions that are included in the bargaining unit and that are to be filled at any State College and shall be interviewed for any such vacancy or position for which he/she shall have applied within the established time limit for the receipt of applications, which interview shall take place prior to the filling of such position.
Article X - Retrenchment

In the event that any such person shall, during the period in which his/her name remains entered on the re-employment list, have been rehired by any State College, his/her name shall be removed from such list, and such person shall retain all accumulated sick leave and all prior service for tenure and sabbatical leave that, pursuant to the terms of this Agreement, he/she shall have been entitled to at the date of his/her retrenchment. Such person shall also be entitled to repurchase past service credits for retirement in accordance with applicable statues of the Commonwealth and regulations made thereunder.

5. Reassignment

Reasonable efforts shall be made to locate employment for retrenched unit members within other State Colleges.

6. Tuition Benefits

(a) Retrenched unit members will maintain, for a period of up to two (2) years following the date of their retrenchment, those tuition benefits provided in this Agreement.

(b) The children, including any adopted or stepchild or children, of any retrenched unit member will maintain those tuition benefits provided in this Agreement.

7. Supplemental Retraining

At the sole discretion of the President, and subject to the agreement of the retrenched tenured unit member and the President, a program of retraining may be undertaken for a period of up to two (2) years, pursuant to the provisions of Article XA, Section G(2); provided, however, that the college shall not thereby be obliged to continue to employ such unit member following the completion of the approved program of retraining.

This provision is applicable only to unit members who are retrenched for reasons of declining student enrollment.

H. GRIEVANCES

Notwithstanding the provisions of Article XI of this Agreement, in the event that a grievant alleges a violation of an express provision of this Article X, the grievant may, at his/her option, initiate such grievance at Step 2 of Section C(6) of Article XI; provided, however, that, subject as aforesaid, every other provision of Article XI shall remain of full force and effect and shall apply to any such grievance so filed at Step 2.
Article X - Retrenchment

I. PART-TIME PERSONNEL

No full-time member of the bargaining unit employed in any academic department or in any academic program area shall be retrenched pursuant to the provisions of this Article X if on the dates on which he/she would otherwise be retrenched there is employed in such department or program area any part-time faculty member who is teaching a course or courses that such member of the bargaining unit is qualified, by training and/or experience, to teach, it being the understanding of the parties that any such part-time faculty member shall be terminated prior to the retrenchment of any member of the bargaining unit. If, on the dates on which any part-time faculty member, who is a member of the bargaining unit, would otherwise be terminated pursuant to Article X(I) or Article XA(J), there is employed in such department or program area any non-unit part-time faculty member who is teaching a course or courses that the above referenced full-time member of the bargaining unit is qualified, by training and/or experience, to teach, any said non-unit part-time faculty member shall be terminated prior to the termination of any part-time bargaining unit member.

The provisions of this Section I shall be of no application to members of the bargaining unit employed at the Massachusetts College of Art.

J. HOME DEPARTMENTS

The membership of any faculty member in any department, to be known as his/her home department, shall be determined as follows:

1. Except as is provided in the following Section (2), a faculty member shall be a member of the department in which he/she teaches the largest number of his/her semester hours of credit of instruction.

2. In the case of any faculty member who teaches more than one half (1/2) of his/her semester hours of credit of instruction in a department to which he/she is on loan, so called, such faculty member shall be deemed to be a member of such department if he/she shall have been on such loan and shall have taught more than one half (1/2) of his/her semester hours of credit of instruction in such department for more than two (2) consecutive academic years, whether commencing with effect before or after the date of execution of this Agreement; such faculty member's home department shall otherwise be that department from which he/she is on loan.

3. In the case of any faculty member who teaches one half (1/2) of his/her semester hours of credit of instruction in
Article X - Retrenchment

one department and one half (1/2) of his/her semester hours of credit of instruction in another department, such faculty member shall be deemed to be a member of that department, being one of the aforesaid two (2) departments, which was last determined to be his/her home department by application of the foregoing Section (1) or (2).
A. INTRODUCTION

The parties recognize that it is the purpose of the State Colleges to provide educational programs and research in the liberal, fine and applied arts and sciences and other related disciplines, and to contribute to the resolution of the needs and problems of the local, regional and state-wide communities which they serve. The parties also recognize that it is the further and ultimate purpose of the several State Colleges to provide such educational services in order to prepare students for the social, economic, and cultural world in which they will live after the completion of their education.

In order to best effectuate these purposes, the professional academics who are members of this community -- the faculty, librarians, and teachers -- have a personal and professional obligation to renew, improve and augment their individual capacities as those pertain to their methods of teaching, their command of a body of knowledge and their skills as mentors of students in a variety of modes, learning strategies and settings. To the same end, the Board of Trustees has a more comprehensive obligation to supervise and participate in the design, maintenance, renewal, improvement, expansion and limitation of such educational programs and curricula as it deems most effectively conceived, within the limits of its resources, to realize these fundamental purposes.

The parties further recognize that the Board of Trustees, in the furtherance of these purposes and in order thereby to improve the quality of its educational programs and curricula, may formulate plans for the renewal, development and staffing of the academic programs, structures, and offerings at a State College under its jurisdiction. In order to ensure the participation of members of the academic community at a State College in the formulation of any such plan or plans as it relates to the educational programs, curricula and staffing of such, the parties have made express provision for such participation by incorporating certain provisions to that effect in Article VII of this Agreement, it being the understanding of the parties that such participation shall occur in accordance with such provision.

Therefore, in order to ensure that the implementation of such plans, when and as they are more fully developed, will provide for the greatest possible utilization of the skills and knowledge of the faculty, teachers and librarians of each State College, the parties hereby agree as follows.
Notwithstanding any other term of this Agreement, no unit member shall be retrenched except as provided in accordance with provisions of Article X, XA and XB, as may be applicable.

B. APPLICATION

Save as is provided in Articles X and XB, the provisions of this Article shall exclusively govern the retrenchment of members of the bargaining unit at each College, any other provision of this Agreement to the contrary notwithstanding.

Except as is otherwise provided in Section J of this Article XA, the provisions of this Article XA shall be of no application to any person holding a part-time appointment to a position in the bargaining unit.

C. DEFINITIONS

1. Academic Program Development

Academic Program Development shall be deemed to have occurred whenever either of the following necessitates increasing or decreasing the number of the unit members in one or more Academic Departments or Program Areas, a Library or a Campus School, as the case may be.

a. A decision to establish, alter, or eliminate an academic program or a general educational requirement when such decision has been made in accordance with the procedures of Article VII.

b. A significant and demonstrable change in the enrollment patterns of students within an academic program resulting in the inability of the faculty of an academic department to teach twelve (12) semester hours of credit of instruction in courses offered by their department, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or work load reductions made in accordance with the provisions of this Agreement.

2. Retrenchment

For the purpose of this Article XA, "retrenchment" shall mean the laying off of any member of the bargaining unit by reason of academic program development at a College and shall not mean termination.

3. Seniority

For the purposes of this Article, as applied to each member of the bargaining unit, "seniority" shall have the meaning ascribed to it by Section C(5) of Article X.
D. RETRENCHMENT

From and after the execution of this agreement, no member of the bargaining unit shall be retrenched by reason of academic program development at a State College except in accordance with the provisions of this Article XA.

E. CRITERIA FOR RETRENCHMENT

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at a College shall determine the order in which he/she shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured member of a department or program area shall be retrenched sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

2. Campus School Teachers

The seniority of each Campus School Teacher employed at any Campus School shall determine the order in which he/she shall be retrenched from that Campus School so that the most senior such teacher shall be last retrenched and the least senior such teacher shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those Campus School Teachers to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured Campus School Teacher shall be retrenched sooner than a non-tenured Campus School
Teacher solely by reason of the fact that such tenured teacher has less seniority than such non-tenured teacher.

3. **Librarians**

The seniority of each Librarian at the College at which he/she is employed shall determine the order in which he/she shall be retrenched from that College, so that the most senior such Librarian shall be last retrenched and the least senior such Librarian shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those Librarians to be retained are, by training and/or experience, determined by the Board of Trustees to be essential to the operation of the Library or libraries at such College; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured Librarian shall be retrenched sooner than a non-tenured Librarian solely by reason of the fact that such tenured Librarian has less seniority than such non-tenured Librarian.

4. **Application**

Whenever it shall be necessary, pursuant to the application of this Section E to determine:

a. Whether any faculty member who would otherwise be retrenched should be retained in any department or program area;

b. Whether any Campus School Teacher who would otherwise be retrenched should be retained at any campus school; or

c. Whether any Librarian who would otherwise be retrenched should be retained in any library or libraries at any College,

such determination shall be made by the President and shall not be arbitrary or capricious.

F. PROCEDURES FOR RETRENCHMENT

**Academic Program Development**

1. If the President determines that retrenchment for reasons of Academic Program Development may be necessary, he/she shall so notify the Chancellor, the President of the Association and the Chapter President, the All College Committee, and affected departments and/or program areas,
and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment, and the areas proposed for retrenchment.

2. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request; provided, however, that this Section shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.

3. The President shall provide a reasonable period of time and, whenever possible, a minimum of sixty (60) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the Chapter President.

4. The President of the College, the President of the Association and/or the Chapter President shall promptly meet and confer with respect to the preliminary proposal and their recommendations.

5. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he/she shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, and the extent of retrenchment in each such unit. The plan shall identify, in accordance with the provisions of this Article, those unit members who are to be retrenched. A copy of the recommendations of the Association and Chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:

a. the mission of the affected unit(s) and how circumstances have altered that mission;

b. the dependence of other unit(s) of the College on the unit(s) affected, the effect on the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

c. arrangements to allow students in the affected unit(s) to satisfy academic needs and requirements;

d. possible consequences to the stature of the College;
e. the possibilities of re-employment elsewhere in the College or other State Colleges; and

f. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall also be transmitted to the Chancellor.

6. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the Chapter President, the President of the Association and/or the Chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Chancellor, the President of the Association and the Chapter President.

7. The determination of the Board of Trustees made hereunder shall not be arbitrary or capricious.

G. OFFER TO REASSIGN... OR TO PROVIDE A PROGRAM OF PROFESSIONAL DEVELOPMENT

Notwithstanding any other term of this Agreement, no unit member shall be retrenched pursuant to the provisions of this Article until after the provisions of this Section G have been complied with and then only in compliance with the express provisions of this Article.

Whenever any member of the bargaining unit is to be retrenched by reason of Academic Program Development, he/she shall be entitled to receive an offer from the Board of Trustees pursuant to the provisions of Section (1) or (2).

1. Offer of Reassignment

Whenever the Board of Trustees shall have determined, at its sole discretion, that the skills, knowledge and experience of such member of the bargaining unit can be more effectively utilized at the College in a department, including any program area, library or campus school, other than that in which such member of the bargaining unit is then employed, it may, after consultation with such unit member, offer to reassign such unit member accordingly.

Any offer so made shall be made in writing, shall set forth the department, program area, library or campus school to which such reassignment is to have effect, shall
provide such other pertinent information as the Board may deem necessary or desirable, and shall be sent to such unit member in accordance with the provisions of Section 5 below.

Whenever the Board of Trustees shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this Section 1, and whenever such unit member shall have failed, within thirty (30) days after the receipt of such offer, to accept such offer in its entirety, the Board of Trustees may, at its sole discretion, subject only to the provisions of Section H below, and to no other provisions of this Article, or Article X, or Article XB, retrench such unit member by giving him/her notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester.

No reassignment shall be offered or made pursuant to the provisions of this Section 1 except to a position then vacant; provided, however, that at the sole discretion of the Board of Trustees, any such vacancy may be created by the retrenchment of a non-tenured member of the bargaining unit, by giving such non-tenured member of the bargaining unit notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester. Any retrenchment effected for the purpose of creating a vacancy as aforesaid shall be subject only to the provisions of Sections 1, 2 and 3 of Section H below and to no other provision of this Article, or Article X, or Article XB.

2. Offer of a Program of Professional Development

Whenever the Board of Trustees shall have determined, at its sole discretion, that the skills, knowledge and experience of such member of the bargaining unit might be made relevant to the changing needs of the College only if such member of the bargaining unit participates in a program of professional development, it shall offer:

a. after consultation with such unit member, to provide such program to such unit member and to pay the tuition fees at a public institution of higher learning within the Commonwealth or, if undertaken pursuant to the rules and regulations of the New England Regional Student Program, at a public institution of higher education in New England, if any, for a period of up to two (2) years required for the implementation of the same;
b. to continue to employ such unit member during any period of such program that falls within an academic, school or other work year, as the case may be, with such reduction of the workload of such unit member as the Board shall, after consultation with the Association, determine, but subject to all the other terms and conditions of this Agreement, including the provisions of this Article and of Article IX, and to all the terms and conditions of any successor thereto;

c. to continue to employ such member from and after the successful completion of such program, subject to all the terms and conditions of this Agreement, including Articles IX and X thereof, and to all the terms and conditions of any successor thereto.

Any offer so made shall be made in writing by the Board of Trustees, shall set forth the nature, purpose, terms, content, scope, time and duration, whether or not falling within any work year, and location of such program, together with the general manner of its implementation, including the manner in which any tuition thereby entailed shall be paid by the Board, and shall be sent to such unit member in accordance with the provisions of Section 5 below.

Subject to the foregoing, the nature, purpose, terms, content, scope, time and duration, whether or not falling within any work year, and location of any and every such program of professional development shall be determined at the sole discretion of the Board of Trustees; provided, however, that whenever any such program requires the Board to pay any tuition, it shall be a condition of the offer made that the member of the bargaining unit to whom it is made shall agree to remain an employee of the Board for a period equal to twice the period of such program unless the Board, then or thereafter, shall have waived this condition in whole or in part or shall have retrenched such member of the bargaining unit subsequent to the conclusion of such program.

Whenever the Board of Trustees shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this Section 2, and whenever such unit member shall have failed, within thirty (30) days after the receipt of such offer, to accept such offer in its entirety, the Board of Trustees may, at its sole discretion, subject only to the provisions of Section H, below, and to no other provision of this Article, or Article X, or Article XB, retrench such unit member by giving him/her notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester.
Whenever the Board of Trustees shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this Section 2, and whenever such unit member, within thirty (30) days after the receipt of such offer, shall have accepted such offer in its entirety, such unit member shall not be retrenched during the period in which such program of professional development is in effect unless such unit member shall have sooner failed, in some material way, to comply with the terms of such program.

3. Dual Offers

Nothing in the foregoing shall be deemed to prohibit a Board of Trustees from making offers to any eligible member of the bargaining unit, whether simultaneously or otherwise, pursuant to both of the foregoing Sections 1 and 2; and nothing in the foregoing shall be deemed to abridge the right of a Board of Trustees to reassign any member of the bargaining unit from one department, program area or other organizational unit at the College to another such unit at the College in circumstances other than those described in this Article XA.

4. Criteria Governing the Order in Which Offers May be Made Pursuant to Sections 1, 2 and 3

Whenever the Board of Trustees shall have determined that the implementation of any plan will require the transfer of, or the participation in, a program of professional development by, any member or members of a department or program area, any Librarian or Librarians at a College, or any Campus School Teacher or Teachers at a Campus School, then no member of such department or program area, no Librarian at such College, and no Campus School Teacher at such Campus School shall receive an offer pursuant to Section 1, Section 2, or Section 3 unless an offer, but not necessarily the same offer, shall have been sooner made to such faculty member, Librarian or Campus School Teacher, if any, as is required by the following provisions to have been the prior recipient of such an offer:

a. Faculty Members

The seniority of each faculty member within any department or program area at a College shall determine the order in which he/she shall receive an offer made pursuant to the provisions of this Article, so that the least senior member shall first receive such an offer and the most senior such member shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to
its initial application, those faculty members that will remain in such department or program area if an offer is accepted are, by training and/or experience, qualified to teach the remaining courses offered by such department or within such program area; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States; and provided further that no tenured member of a department or program area shall receive any offer sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

b. Campus School Teachers

The seniority of each Campus School Teacher employed at any Campus School shall determine the order in which he/she shall receive an offer made pursuant to the provisions of this Article, so that the least senior such teacher shall first receive such an offer and the most senior teacher shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those Campus School Teachers that will remain in such Campus School if an offer is accepted are, by training and/or experience, qualified to discharge the responsibilities that remain to be discharged at such Campus School; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured Campus School Teacher shall receive an offer sooner than a non-tenured Campus School Teacher solely by reason of the fact that such tenured teacher has less seniority than such non-tenured teacher.

c. Librarians

The seniority of each Librarian at the College at which he/she is employed shall determine the order in which he/she shall receive an offer made pursuant to the provisions of this Article, so that the least senior such Librarian shall first receive such an offer and the most senior such Librarian shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those Librarians that will remain at such College if any offer is accepted are, by training and/or experience, qualified to render the remaining services offered within the library or
libraries at such College; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured Librarian shall receive any offer sooner than a non-tenured Librarian solely by reason of the fact that such tenured Librarian has less seniority than such non-tenured Librarian.

5. Notice of Offer

Any offer made by a Board of Trustees to a member of the bargaining unit pursuant to this Section G shall be sent to such unit member by certified mail, return receipt requested. If such certified letter is returned undelivered, it shall then be sent to such unit member by regular first class mail and, if unreturned, shall be deemed to have been received by him/her on the date when delivery of the certified letter would have otherwise been effected.

6. Limitations

The provisions of this Section G shall be of no force or effect at any College during any period in respect of which the Board of Trustees shall have declared a fiscal exigency or during any period in which any one or more members of the bargaining unit who have been retrenched by reason of a fiscal exigency remain subject to recall therefrom pursuant to the provisions of Section 3 of Section G of Article X.

It is the intent of this Section that the provisions of Article X shall exclusively be of application to a financial exigency, and shall not be applied arbitrarily or capriciously where the provisions of Article XA are of proper application.

H. RIGHTS AND BENEFITS OF RETRENCHED BARGAINING UNIT MEMBERS

1. Unemployment Compensation

The right of every member of the bargaining unit to receive such unemployment compensation benefits as he/she may be entitled to under Chapter 151A of the General Laws, as amended, is hereby recognized. Every appropriate Board of Trustees shall provide any member of the bargaining unit retrenched pursuant to the provisions of this Article with all such information and assistance as he/she may require for the purpose of making any claim pursuant to the said Chapter 151A.
2. Recall
   
a. Faculty Member

   Whenever during the term of this Agreement it shall be determined by the President to be necessary to fill, in whole or in part, any faculty position in a department in which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President shall recall the most senior faculty member from among those faculty members who shall have been so retrenched from such department; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each faculty member to be recalled is, by training and/or experience, qualified to teach the course or courses for the teaching of which such position is to be filled.

b. Campus School Teacher

   Whenever during the term of this Agreement it shall be determined by the President to be necessary to fill, in whole or in part, any teaching position in a campus school from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President shall recall the most senior member of the bargaining unit who shall have been so retrenched from such school; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each member of the bargaining unit to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

   c. Librarian

   Whenever at any College during the term of this Agreement it shall be determined by the President to be necessary to fill, in whole or in part, any librarian position at any library or libraries from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President may recall the most senior Librarian who shall have been so retrenched from such library or libraries; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each Librarian to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.
d. **General Provisions**

Any provision of this Agreement to the contrary notwithstanding, any member of the bargaining unit recalled pursuant to the provisions of the foregoing paragraphs of this Section 2 who shall not have been recalled to serve as a full-time appointee shall be recalled subject to any and all such policies, practices and procedures of the Board of Trustees and the College as apply to persons who hold part-time appointments; provided further that the term of service of such part-time appointee shall be governed by such policies, practices and procedures and shall not be governed by any of the provisions of this Agreement other than the provisions of this Section 2; and provided further that, notwithstanding the foregoing, such part-time appointee shall retain the right to use the procedures of Article XI of this Agreement, to the extent they may apply, to determine whether any provision of this Section 2, but of no other provisions of this Agreement, may have been violated in its application to him/her.

Any such member of the bargaining unit so recalled to a full-time position shall retain all those rights of tenure that he/she shall have held at the date of his/her retrenchment, and shall retain all accumulated sick leave and any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he/she was entitled to at the date of his/her retrenchment.

Any such member of the bargaining unit so recalled to a full-time position shall, for the purpose of determining his/her status of seniority, be deemed to have been employed at the College during any period in which he/she shall have been retrenched pursuant to the provisions of this Article.

3. **Re-employment List**

The name of any member of the bargaining unit retrenched pursuant to the provisions of this Article shall be entered on a re-employment list and shall be maintained thereon for five (5) years or for a period equal to his/her length of service at the College where he/she was employed on the date of his/her retrenchment, whichever is less. Every person on such re-employment list shall, prior to posting, be notified of all positions that are included in the bargaining unit and that are to be filled at any State College, and shall be interviewed for any such vacancy or position for which he/she shall have applied within the
established time limit for the receipt of applications, which interview shall take place prior to the filling of such position.

In the event that any such person shall, during the period in which his/her name remains entered on the re-employment list, have been rehired by any State College, his/her name shall be removed from such list, and such person shall retain all accumulated sick leave and all prior service for tenure and sabbatical leave that, pursuant to the terms of this Agreement, he/she shall have been entitled to at the date of his/her retrenchment. Such person shall also be entitled to repurchase past service credits for retirement in accordance with applicable statutes of the Commonwealth and regulations made thereunder.

I. GRIEVANCES

Notwithstanding the provisions of Article XI of this Agreement, in the event that a grievant alleges a violation of an express provision of this Article XA, the grievant may, at his/her option, initiate such grievance at Step 2 of Section C(6) of Article XI; provided, however, that, subject as aforesaid, every other provision of Article XI shall remain of full force and effect and shall apply to any such grievance so filed at Step 2.

J. PART-TIME PERSONNEL

No full-time member of the bargaining unit employed in any academic department or in any academic program area shall be retrenched pursuant to the provisions of this Article XA if on the dates on which he/she would otherwise be retrenched there is employed in such department or program area any part-time faculty member who is teaching a course or courses that such member of the bargaining unit is qualified, by training and/or experience, to teach, it being the understanding of the parties that any such part-time faculty member shall be terminated prior to the retrenchment of any member of the bargaining unit. If, on the dates on which any part-time faculty member, who is a member of the bargaining unit, would otherwise be terminated pursuant to Article X(I) or Article XA(J), there is employed in such department or program area any non-unit part-time faculty member who is teaching a course or courses that the above referenced full-time member of the bargaining unit is qualified, by training and/or experience, to teach, any said non-unit part-time faculty member shall be terminated prior to the termination of any part-time bargaining unit member.
The provisions of this Section J shall be of no application to members of the bargaining unit employed at the Massachusetts College of Art.

K. HOME DEPARTMENTS

The membership of any faculty member in any department, to be known as his/her home department, shall be determined as follows:

1. Except as is provided in the following Section (2), a faculty member shall be a member of the department in which he/she teaches the largest number of his/her semester hours of credit of instruction.

2. In the case of any faculty member who teaches more than one half (1/2) of his/her semester hours of credit of instruction in a department to which he/she is on loan, so called, such faculty member shall be deemed to be a member of such department if he/she shall have been on such loan and shall have taught more than one half (1/2) of his/her semester hours of credit of instruction in such department for more than two (2) consecutive academic years, whether commencing with effect before or after the date of execution of this Agreement; such faculty member's home department shall otherwise be that department from which he/she is on loan.

3. In the case of any faculty member who teaches one half (1/2) of his/her semester hours of credit of instruction in one department and one half (1/2) of his/her semester hours of credit of instruction in another department, such faculty member shall be deemed to be a member of that department, being one of the aforesaid two (2) departments, which was last determined to be his/her home department by application of the foregoing Section (1) or (2).
ARTICLE XB - ACADEMIC REORGANIZATION

A. PROGRAMMATIC ACADEMIC ORGANIZATION

Prior to implementing in whole or in part any plan of a kind described in Section A of Article XA of this Agreement, but only to the extent that such plan or part of such plan will, if implemented, change any academic program, curriculum or structure at any one or more of the several State Colleges, the Coordinating Council shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum or structure at any College, through the President of such College to the All College Committee. A copy of the same shall also be transmitted to the Chapter President and to the President of the Association. Upon its receipt thereof, the All-College Committee shall refer the same to any such standing committee or committees within whose jurisdiction such plan or part thereof falls, but only to the extent, in the case of each such standing committee, that such plan or part thereof so falls.

At the time of such transmittal, the Coordinating Council, acting through the President, shall give written notice to the All-College Committee of the date by which any final recommendation or recommendations are required to be submitted to the President, pursuant to the provisions of Article VII, in respect of such plan or part thereof; provided, however, that different dates may be so established with respect to different portions of such plan or plans; and provided further that if after its receipt of any recommendation or recommendations from any standing committee, the All-College Committee shall have determined that an extension of time is reasonably required for its consideration of any such recommendation, it shall so notify the President in writing and it shall thereupon be granted, during an academic year, an additional thirty (30) days for such purpose from and after the date first set for the making of any final recommendation. The date or dates that are established pursuant to the foregoing provision for the making of any recommendation in respect of any such plan or part thereof shall govern the making of any such recommendation made, whether by the All-College Committee or otherwise, pursuant to the provisions of Article VII, anything in such provisions to the contrary notwithstanding.

Thereafter, any bargaining unit member retrenched as a result of such programmatic reorganization will be accorded the retrenchment rights provided for in Sections C, D, E, I, J, and K of Article XA of this Agreement.

B. MERGER, CHANGE OF STATUS OR ABOLITION OF A COLLEGE

In the event that a State College is abolished or merged pursuant to any legislative enactment, then, upon the written
demand of the Association, the Coordinating Council, acting through the Council of Presidents, shall convene impact negotiations within five (5) days of the receipt of such written demand.

C. APPLICATION

The provisions of this Article XB shall be of no application to any person holding a part-time appointment to a position in the bargaining unit at a College other than the Massachusetts College of Art.
ARTICLE XI - GRIEVANCE PROCEDURE

A. INTRODUCTION

The Coordinating Council, acting through the Council of Presidents, and the Association recognize that Chapter 150E, Section 8 of the General Laws provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Coordinating Council. Therefore, the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the interpretation of this Agreement and of any other matter that is or may become the subject of a grievance as hereinafter defined.

B. DEFINITIONS

1. **Complaint** - a complaint is a written statement, which shall be expressly denominated "Complaint", setting forth a grievance as hereinafter defined. A complaint shall aver all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

2. **Grievant** - grievant shall mean the Association or any member or members of the bargaining unit, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

3. **Grievance** - a grievance is an allegation by the Association or by a member or members of the bargaining unit that an express provision of this Agreement has been breached in its application to it, him/her, or them, respectively. The Association may seek resolution of a grievance only if initiation of the procedure for such resolution has been duly authorized by the Association and so certified by its President.

4. **Day** - for the purposes of this Article, day shall mean a working day.

5. **Academic Judgment** - for the purposes of this Article, every decision made pursuant to Article VIII, Article IX,
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Article XX, or any or all of them, as the case may be, to renew or fail to renew an academic appointment, to terminate any such appointment, to grant or refuse to grant tenure, or to grant or refuse a promotion, and no other decision, shall be deemed to have been made pursuant to an exercise of academic judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of academic judgment.

6. Coordinating Council - the Coordinating Council is the Coordinating Council acting through the Council of Presidents.

C. PROCEDURES FOR FILING A GRIEVANCE

The Association or any member or members of the bargaining unit having a grievance, as defined above, shall seek its resolution only in accordance with the grievance procedures set forth in this Article.

1. Extension of Certain Time Periods

Whenever there shall have been initiated procedures for the resolution of any grievance that arises out of or relates to a decision or determination, the making of which requires an exercise of academic judgment, whether such grievance alleges breach of a substantive or procedural term of this Agreement, such initiation shall be deemed to extend the limits of time prescribed by this Agreement for the decision or determination that is the subject matter of such grievance. Such extension of time shall expire sixty (60) days from the date on which the procedures prescribed herein for the resolution of such grievance shall have been concluded.

2. Inspection of Record

At any reasonable time during any step of these procedures the grievant shall be permitted to inspect all or any part of the grievance record, and, where appropriate, shall be permitted to make copies of all or any parts of such record.

3. Introduction of Evidence

Evidence may be introduced into the grievance record only in compliance with the following provisions:

a. Within the time limits hereinafter prescribed for the initiation of Step 2 of these procedures, the grievant shall introduce all evidence in his/her
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possession and on which he/she relies or intends to rely as supporting his/her claim for relief;

b. Notwithstanding the foregoing, the grievant may introduce additional evidence for the sole purpose of rebutting any finding of fact or any determination as set forth in any decision rendered pursuant to the provisions of this Article; provided, however, that such additional evidence, if any, shall be introduced within the time period allowed for the initiation of the Step next following such decision;

c. The President shall introduce at Step 2 all evidence in his/her possession and on which he/she relies in making any finding of fact and any determination as set forth in the decision rendered by him/her pursuant to the provisions of this Article; provided, however, that nothing herein contained shall be deemed to require the President to introduce any evidence otherwise introduced by the grievant pursuant to the foregoing provisions;

d. Notwithstanding the foregoing, the grievant, the President or any of his/her agents, or the Chair of the Council of Presidents may introduce any evidence material and relevant to the grievance the existence of which evidence he/she or they did not and should not have known at the times otherwise provided herein for the introduction of evidence.

All evidence introduced pursuant to the foregoing provisions shall form a part of the grievance record.

4. Request for Evidence

Whenever the grievant wishes to introduce evidence pursuant to the provisions of this Article, and such evidence is or may be in the possession of the Administration, the grievant may, within the time period allowed for the initiation of the Step at which such evidence is permitted to be introduced, file with the President a written request for such evidence. Whenever such request shall have been so filed, the President shall, within seven (7) days after the filing of such request, convey to the grievant any and all such evidence possessed by him/her so requested; provided, however, that notwithstanding the foregoing, the President may refuse to convey any such evidence not deemed by him/her material and relevant to the grievance set forth in the said complaint; and provided, further that whenever the President shall have refused to convey any such evidence, such refusal and the reasons therefor shall be communicated in writing to the grievant and shall thereafter form a part of the
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grievance record. Such request when so filed and such evidence when so conveyed shall form a part of the grievance record.

5. Notice to Association

Whenever any grievant shall have initiated the grievance procedures of this Article, or shall have proceeded to Step 2, notice thereof shall be given to the President of the Association by the person charged at such step with resolution of the grievance.

6. Determination to be made pursuant to Resolution of Grievance

At Step 2 of these procedures, the President shall, within the time limits prescribed, determine:

a. Whether the grievant has complied with the procedures for seeking resolution of a grievance as set forth in this Article;

b. Whether the complaint alleges a breach of an express term of the contract; and

c. Whether an express provision of this Agreement has been breached in its application to the grievant as claimed.

7. Expedited Grievances

Any grievance involving non-reappointment, tenure, denial, or termination shall initially be heard at Step 2.

8. Steps

STEP 1: THE VICE PRESIDENT (INFORMAL)

Save as is provided in Section L, a grievant shall initiate the grievance procedures of this Article by filing with the Vice President, during the term of this Agreement or an extension thereof, a written notice that a grievance exists. The notice need not be in the form of a complaint, but need only briefly describe the subject of the grievance. No such notice may be filed more than ten (10) days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should have had knowledge of the event upon which the grievance is based. The filing date required hereunder shall be deemed to have been complied with by a postmark dated within the specified time limit. Within five (5) days after the receipt of such notice, the Vice President shall meet with the grievant and attempt to resolve the
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If within five (5) days after such meeting, the grievant and the Vice President shall have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to Step 2.

STEP 2: THE PRESIDENT (FORMAL)

If the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the period provided under Step 1 for informal resolution of the grievance, he/she shall file with the President:

a. a complaint; and

b. all documents and evidence in his/her possession and upon which he/she relies or intends to rely as supporting his/her claim for relief.

All such documents and evidence so filed shall form a part of the grievance record.

The President shall transmit a copy of the complaint to the Employee Relations Committee, the Chair of the Council of Presidents and, unless the Association or the Chapter President, personally, is the grievant, to the Chapter President.

The President shall meet with the grievant to discuss the grievance within fourteen (14) days after the filing of the complaint. The President shall consider any grievance the resolution of which shall have been sought, pursuant to the terms set forth herein, through the prior Step of the grievance procedure; provided, however, that the President shall have no jurisdiction to consider:

a. any grievance that, explicitly or by implication, questions an exercise of academic judgment as herein before defined, but provided further that, notwithstanding the foregoing, the President shall have jurisdiction to consider:
   
   i. any grievance that alleges a failure to comply with the procedures prescribed at Section E of Article IX of this Agreement, but only as to such allegation;

   ii. any grievance that alleges that the exercise of the academic judgment complained was arbitrary and capricious; and

b. any grievance pertaining to:

i. the denial of a promotion where such promotion was supported neither by the Department
Chair, the Director, Library, the Chair of the Library or the Principal of a Campus School, as the case may be, by the Peer Evaluation Committee, by the Committee on Promotions, nor by the Vice President;

ii. the denial of a reappointment where such reappointment was supported neither by the Department Chair, the Director, Library, the Chair of the Library or the Principal of a Campus School, as the case may be, by the Peer Evaluation Committee, nor by the Vice President;

iii. the denial of tenure where the granting of tenure was supported neither by the Department Chair, the Director, Library, the Chair of the Library or the Principal of a Campus School, as the case may be, by the Peer Evaluation Committee, by the Committee on Tenure, nor by the Vice President;

but provided further that, notwithstanding the foregoing, the President shall have jurisdiction to consider any grievance that alleges a failure to comply with the procedures prescribed at Article VIII of this Agreement but only as to such allegation.

Within thirty (30) days after the filing of the complaint, the President shall make such determination as is prescribed in Section C (6) of this Article. The President shall render a written decision and shall set forth therein his/her determinations and the reasons therefor and his/her findings of fact, and he/she shall provide a copy of his/her decision to the grievant, the Employee Relations Committee, the Chapter President, and the Chair of the Council of Presidents. Such decision shall thereafter form a part of the grievance record.

If the President shall have determined that an express provision of this Agreement has been breached in its application to the grievant as claimed, he/she may, consistent with the terms of this Agreement, provide any appropriate remedy for such breach. Whenever the President shall have provided any remedy by him/her deemed appropriate, such remedy shall be set forth by him/her in writing in his/her decision. Such determination when so set forth in writing shall thereafter form a part of the grievance record. If the grievance shall not have been resolved to the satisfaction of the grievant, then, subject to the provisions of this article, he/she may elect to proceed to Step 3.
STEP 3: ARBITRATION

Within fourteen (14) days after receipt of the decision rendered at Step 2 or if no decision has been rendered at Step 2 within the time specified, then within fourteen (14) days thereafter, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. Whenever the Association shall initiate arbitration of a grievance the resolution of which has theretofore been sought by a member or members of the bargaining unit, then such member or members shall be bound in all respects by the decision of the arbitrator to the same extent as the Coordinating Council and the Association;

2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through the initial two (2) prior Steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Association and so certified by its President.

3. The Association shall initiate arbitration by giving written notice to the President and the Chair of the Council of Presidents within the said fourteen (14) days that it intends to submit a grievance to arbitration. A copy of such notice shall be provided to the Employee Relations Committee.

Within ten (10) days of the President's receipt of such notice from the Association, the parties shall promptly select an arbitrator as follows:

In the first instance of the initiation of arbitration by the Association, the parties shall select as arbitrator the individual whose name first appears on the list of arbitrators incorporated as Appendix I of this Agreement. In each subsequent instance, the parties shall select the individual whose name next follows the name last selected. If the individual so selected shall be unable or unwilling to serve as arbitrator, then the parties shall select the individual whose name next appears on said list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected to serve in accordance with these procedures.
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Upon acceptance by the selected individual of the position of arbitrator, the Coordinating Council, acting through the Council of Presidents, shall promptly file with the arbitrator:

i. A copy of this Agreement;

ii. A copy of the written notice, sent to the Board and the President, of the Association's intention to initiate arbitration; and

iii. A complete copy of the grievance record.

Upon receipt from the Coordinating Council and the Association of all materials required to be filed with the arbitrator, and after thirty (30) days from the receipt of the notice by the Chair of the Council of Presidents of the submission of the grievance to arbitration, the arbitrator shall promptly convene a hearing on the issues presented by the complaint, giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any, unless the grievance shall have otherwise been disposed of. The arbitrator shall then give at least ten (10) days' notice to the parties of the scheduled hearing date and, during a period of not less than seven (7) days prior to such hearing, shall permit the grievant to submit new evidence for the sole purpose of rebutting any finding or determination rendered at the prior Step. Such evidence when so submitted shall thereafter form a part of the grievance record.

Anything in the foregoing to the contrary notwithstanding the parties shall have the right, upon mutually agreeing so to do, to waive their rights to a hearing and to submit to the arbitrator, in lieu of such hearing, written briefs setting forth the issues raised by the grievance that is the subject matter of such arbitration and their arguments in respect thereof; provided, however, that nothing herein contained shall be deemed to deprive the parties of any right they may have, pursuant to the rules of the American Arbitration Association, to submit briefs or any other written arguments pursuant to any hearing that may be required to be held pursuant to those rules.

The Association and the Coordinating Council, acting through the Chair of the Council of Presidents, shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator shall be governed by the rules of the
American Arbitration Association; provided, however, that the jurisdiction of the arbitrator to inquire into any issue presented by the complaint and his/her authority to render an award shall be governed solely by the provisions of this Article.

D. JURISDICTION OF THE ARBITRATOR

1. Powers of Remand

a. Whenever any grievance set forth in the complaint has not been entertained by the President in whole or in part on the ground that such grievance or part thereof was not within his/her jurisdiction as prescribed in Step 2 then the arbitrator shall have no authority or jurisdiction to arbitrate such grievance or part thereof but shall be conclusively bound by the determination of the President of the question of his/her jurisdiction; provided, however, that nothing contained herein shall be deemed to abridge the power of the arbitrator to determine whether such determination shall have been arbitrary or capricious. Whenever the arbitrator shall have determined that such determination was arbitrary or capricious, the arbitrator shall remand such grievance or part thereof to the President, and he/she shall, within fourteen (14) days of the date of such remand, make such new determination of his/her jurisdiction to consider such grievance or part thereof as, subject to the terms of this Agreement, he/she shall deem proper. Whenever the President shall have newly determined that he/she has jurisdiction to entertain such grievance or part thereof, he/she shall do so pursuant to the provisions of Step 2 and subject to the time limits therein prescribed.

b. Subject as is hereinafter provided, whenever any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision involving the exercise of academic judgment was, in its application to him/her, arbitrary or capricious, the arbitrator shall have the power to determine the truth or falsity of such allegation. Whenever the arbitrator shall have determined that such allegation is true, he/she shall order that such arbitrary or capricious determination or decision shall be reconsidered, and such determination or decision shall thereafter be newly made pursuant to the procedures prescribed in this Article and subject to the time limits therein prescribed. Thereafter, such decision so newly made shall be subject to the provisions of this Article, including this provision; provided, however, that any
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grievance arising from such decision so newly made shall be initiated by filing notice thereof with the President pursuant to the provisions of Step 2 of these procedures, and the provisions of Step 1 of these procedures shall not apply to such grievance; and provided further that, anything in the provisions of Step 2 to the contrary notwithstanding, such notice shall be filed with the President within fourteen (14) days of the date on which notice shall have been given of the decision that shall have been newly made pursuant to the provisions of this paragraph.

2. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to arbitrate:

a. Such portion of any grievance as is removed from the jurisdiction of the President by the express terms of this Article; and

b. Such portion of any grievance as relates to any determination or decision made pursuant to an exercise of academic judgment.

E. DECISION OF THE ARBITRATOR

Within thirty (30) days after the conclusion of a hearing, or within thirty (30) days after the date on which briefs shall have been submitted to the arbitrator in lieu of such hearing, the arbitrator shall determine:

1. Whether the Association and, where a member or members of the bargaining unit sought resolution of the grievance through the first two (2) Steps of this Article, such member or members, have complied with the procedure for initiating and pursuing a grievance as set forth in this Article;

2. Whether the complaint alleges a breach of an express term of the Agreement;

3. Whether the arbitrator has jurisdiction to arbitrate; and

4. Whether an express provision of this Agreement has been violated in its application to the grievant.

The arbitrator shall render his/her decision in writing, shall state the reasons therefor, and shall promptly provide copies of his/her decision to the parties to the arbitration proceeding.
The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

F. AWARD OF THE ARBITRATOR

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant as claimed, he/she shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, he/she may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award of penal damages; and provided further that, save as is herein after provided, the arbitrator shall make no award that grants any appointment, reappointment, promotion, retention, termination, renewal of contract or tenure to any member of the bargaining unit.

Whenever in his/her complaint any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision made pursuant to an exercise of academic judgment was, in its application to him/her, both arbitrary or capricious and made in bad faith, the arbitrator shall have the power to determine the truth or falsity of both such allegations. Whenever the arbitrator shall have found as a matter of fact, on the basis of clear and credible evidence, that both such allegations are true, he/she shall have the power to make any such final and binding award as he/she may deem necessary to make the grievant whole; provided, however, that whenever the arbitrator shall, in respect of such allegations, have found that such determination or decision was arbitrary or capricious but was not made in bad faith, he/she shall remand such determination or decision as is herein before provided.

Whenever the arbitrator shall have found that such decision was arbitrary or capricious but was not made in bad faith, he/she shall assess costs, which shall include reasonable representational costs or attorney’s fees; at the discretion of the arbitrator, upon such a determination or decision the arbitrator may additionally impose liquidated damages not to exceed $5000.00

G. COSTS OF ARBITRATION

In all arbitration proceedings, the arbitrator’s fees and expenses shall normally be paid fifty percent (50%) by the Association and fifty percent (50%) by the College or Colleges; provided, however, that whenever the arbitrator shall have found as a matter of fact on the basis of clear and credible
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evidence that either party has acted in bad faith during any of the proceedings contained in this Article XI, the arbitrator may determine that the fees and expenses of the arbitrator in such case shall be paid entirely by one or the other party. All payments to the arbitrator shall be made within thirty (30) days of the rendering of his/her statement of fees and expenses. In all other respects the parties shall bear their own costs of arbitration, except that the parties agree to provide a stenographic record of all arbitration proceedings and to each pay fifty percent (50%) of the costs thereof, unless they shall have mutually agreed not to provide for such a stenographic record.

H. ASSOCIATION REPRESENTATION

Any member or members of the bargaining unit may initiate and pursue a grievance through the first two (2) Steps of the grievance procedure without intervention of the exclusive representative of the employee organization representing him/her, provided that the exclusive representative shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member or members of the bargaining unit may request that the Association represent him/her at any Step of the grievance procedure. The Association shall notify in writing the Vice President, the President of the College and the Chair of the Council of Presidents, as the case may be, of the name and address of such Association representative at the time he/she is so authorized to represent the grievant.

I. WAIVER, ADMISSION, TERMINATION, AND GROUNDS OF APPEAL

1. Waiver - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

2. Admission - The resolution of a grievance by the Vice President, the President of the College or the Council of Presidents, as the case may be, shall not be deemed to be an admission by any Board of Trustees or the Coordinating Council that the grievance, has, for any other purpose or
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proceeding, standing as a grievance, or be an admission by any Board of Trustees or by the Coordinating Council of any violation or breach of the terms of this Agreement, or be an admission by any Board of Trustees or by the Coordinating Council that such grievance is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.

3. Termination - If any member or members of the bargaining unit shall initiate in any administrative forum other than the Labor Relations Commission or in any judicial or like proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of Section C of this Article, such Section C proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

4. Grounds of Appeal - The Coordinating Council acting through the Chair of the Council of Presidents and the Association shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11 and 12, of the General Laws.

J. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member or in any file or record utilized in the taking of any personnel action in respect of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action, whether disciplinary or other, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

The parties agree that, except as may be required by the provisions of this Article or in connection with any appeal of a grievance or in connection with the implementation of any provision of this Agreement, the name of a grievant shall not be used to identify a grievance by an representative of the parties to this Agreement.
K. RELEASE TIME FOR MEMBERS OF THE BARGAINING UNIT

It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any Association representative and of any material witnesses who are members of the bargaining unit so require, such participants shall be given so much release time from their scheduled work assignments as the President shall determine is necessary for attendance at any hearing, meeting or other procedure that shall be required for the processing of any grievance. The parties understand that meetings held pursuant to the provisions of this Article will ordinarily be scheduled to avoid conflict with the regularly scheduled work of members of the bargaining unit.

L. CONSOLIDATED GRIEVANCES

Anything in the foregoing provisions to the contrary notwithstanding, the Association, acting through its President, may, within the ten (10) day period during which a grievance may otherwise be filed, file such grievance with the Chair of the Council of Presidents in the form of a complaint, specifying therein the reasons why the grievance should be treated as a consolidated grievance. The Chair shall, within ten (10) days, determine in his/her sole discretion whether to treat the grievance as a consolidated grievance. If the Chair accepts the complaint as a consolidated grievance, the procedures and time limits of Step 2 shall thereupon apply, provided only that the response rendered at such Step shall be rendered by the Chair in his/her capacity as such rather than by the President of a State College. If the Chair declines to accept the grievance as a consolidated grievance, the Association or any unit member or members may, within ten (10) days following the date of the Chair's decision, file the grievance at Step 1 at the College at which such grievance is alleged to have occurred.

M. GRIEVANCES FILED PRIOR TO THE DATE OF EXECUTION OF THIS AGREEMENT

Notwithstanding any other term of this Agreement, any grievance filed prior to the date of execution of this Agreement shall be subject to the provisions of the predecessor Agreement; provided, however, that at the request of either party the Committee on Employee Relations may review any such grievance as it may determine, subject to the terms of Article II of this Agreement.
ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

A. WORKLOAD OF FACULTY


Subject to the provisions of Article XIIIA, the provisions of this Section shall apply to all faculty members.

a. Full-Time Faculty

Faculty workload shall consist of: (1) teaching workload; (2) preparations for classroom and laboratory instruction; (3) student assistance, including academic advising; (4) continuing scholarship (as described in the provisions of Article VIII); and (5) activities undertaken by a faculty member pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

i. Participation as a professional in public service;

ii. Participation in and contributions to the improvement and development of the academic programs or academic services of the College; and

iii. Participation in and contributions to the professional growth and development of the College community.

In addition to the foregoing, during the academic year, faculty members have the obligation to carry out committee assignments; to participate in scheduled orientation and registration programs; to attend College functions, including commencement, faculty, committee and departmental meetings and convocations; to assist in the recruitment and screening of candidates for departmental positions in accordance with Article VI; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph. Subject to the foregoing provisions, members of the faculty may participate voluntarily in co-curricular activities, and may participate voluntarily in any student orientation period and registration period scheduled to fall outside the academic year.

It is understood and agreed that the engagement of each full-time member of the bargaining unit to render professional services to a State College in accordance with the provisions of this Agreement represents his or her primary professional employment. It is further understood and agreed that no member of the bargaining unit shall
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engage in any other professional activities where to do so constitutes a violation of any provision of Chapter 268A of the General Laws.

b. Part-Time Faculty

The workload of part-time faculty employed at a College other than the Massachusetts College of Art shall consist of: (1) teaching workload; (2) preparation for classroom and laboratory instruction; (3) student assistance in the form of academic advising for those students in the faculty member's class; and (4) classroom activities undertaken pursuant to responsibilities as a professional. It shall also be the responsibility of each such part-time faculty member to: (1) be available to advise students for the equivalent of one half (1/2) hour before and after each class; (2) provide a syllabus to each student and to the Department Chair; (3) abide by the academic policies of the College; and (4) when first employed, attend an orientation session. Teaching six (6) or fewer credit hours of instruction per semester shall not constitute half-time employment.

2. Teaching Workload

a. General

In order to enable faculty members to carry out their several responsibilities, members of the faculty shall not be required to teach an excessive number of semester hours of credit of instruction or be assigned an excessive student load, or be assigned an unreasonable schedule. At Colleges other than Framingham State College, twenty-four (24) semester hours of credit of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than one hundred twenty (120) semester hours of credit of instruction during the following five (5) academic years, namely, the 1993-1994, 1994-1995, 1995-1996, 1996-1997 and 1997-1998 academic years.

Efforts shall be made to establish teaching schedules so that the time between the beginning of the first teaching period and the end of the last teaching period for any one day does not exceed eight (8) hours and so that the teaching assignments may be made on fewer than five (5) days a week.

No faculty member shall be involuntarily assigned to teach a course or perform other related work after 4:30 p.m. or to teach a course or perform other related work on Saturday or Sunday.
A faculty member may request special scheduling in order to pursue advanced graduate study, complete a doctoral dissertation, engage in scholarly research and publication or for other sound academic reasons. Such schedule shall be subject to the approval of the Department Chair and the Vice President.

b. Framingham State College (Special Provision)

At Framingham State College, six (6) courses of instruction shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than thirty (30) courses during the following five (5) academic years, namely, the 1993-1994, 1994-1995, 1995-1996, 1996-1997 and 1997-1998 academic years.

c. Calendar

Effective July 1, 1995, the academic year shall be of nine (9) months' duration and shall commence on September 1 and end on the May 31 following. At each College, faculty teaching workload shall be assigned on the basis of an academic calendar that shall comprise not less than 155 nor more than 160 instructional days, such number of instructional days to include examination days, orientation days and, at the Massachusetts College of Art, review-board days. As professionals, members of the faculty may make additional contributions for the benefit of the students and the College community. Nothing in this paragraph shall be deemed to prohibit the scheduling of student registration on instructional days during which classes are regularly scheduled.

Subject to the applicable provisions of Article VII of this Agreement, the President of each College shall annually determine the college calendar for the following academic year and a tentative college calendar for the next following academic year; provided, however, that any such calendar so prepared shall conform in its entirety with the terms of this Agreement.

3. Academic Advising and Student Assistance

a. Academic Advising

During the academic year, every faculty member shall provide academic advising to students enrolled at the College as provided below:
i. the giving of academic advice and assistance to students enrolled in the faculty member's own courses and the giving of such advice and assistance to students enrolled as majors in the department, including the giving of such advice and assistance on an individualized or group basis;

ii. the giving of academic advice and assistance to students other than such students as are described in the foregoing paragraph (i) whenever any such students shall have been assigned to any department for such purpose by the Vice President; where the giving of such advice and assistance has been the practice at a College prior to the date of execution of this Agreement, such practice may continue after such date; and

iii. participation in the registration of students, including the development of the individual student's schedule, when such students are those described in sub-paragraphs (i) and (ii) above.

During periods of normal activity in the academic year, faculty members shall maintain at least three (3) posted hours per week, on at least two (2) separate days and during such hours shall be available in their offices to advise students on academic matters by appointment or otherwise. During the regular peak periods in the academic year, namely, the periods of pre-registration, registration, mid-term examinations and final examinations, and during any additional peak periods in the academic year, faculty members may be required to be available to advise students such that the total number of hours of student academic advising, including posted office hours of each faculty member, shall not be less than seventy-five (75) in each semester; provided, however, that the Vice President may, on the recommendation of any Department Chair, approve in writing the reduction of such total number in respect of any faculty member of members of the department in question. Determinations of when additional peak periods of activity occur in the academic year shall be made by the Vice President after consultation with any appropriate Department Chair or Chairs. The assignment of individual student advisees to each faculty member shall be done by the Department Chair of each department. The Department Chair, in consultation with the Vice President, shall be responsible for coordinating the student academic advising hours of all members of the faculty of the
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department so that academic advising shall be available to students five (5) days a week during peak periods in the academic year. Each faculty member shall arrange to meet with his/her assigned student advisees at least twice each semester and at such other times as are requested by such advisees. Each Department Chair and the Vice President shall meet once each semester to coordinate academic advising procedures and to insure adequate academic advising for students.

b. Student Assistance

Any faculty member who shall have volunteered therefor may be assigned by the Vice President, after consultation with the Department Chair of such faculty member, to work in a counselling center, facility or program for the purpose of counselling individual students or groups of students regarding development skills, so-called, career opportunities or guidance, the planning of educational goals and the means of achieving such goals or for any similar purpose. Any such assignment shall be made with respect to work to be performed on a weekly basis during a specific semester or semesters. Such assignment when so made shall be scheduled in accordance with the applicable provisions of Section (4) of this Section A.

c. Training

In order to assist members of the faculty to provide academic advising and student assistance as effectively as possible, each College shall, within the first ninety (90) days of the semester next commencing after the date of execution of this Agreement, conduct a training session for faculty on the subjects of academic advising and student assistance. Such training session shall be open to all members of the faculty; members of the faculty then in the first year of a tenure-track appointment shall be expected to attend such training session.

Within sixty (60) days following the commencement of each academic year during the term of this Agreement, the College shall conduct a training session for faculty on the subjects of academic advising and student assistance; provided only that no such training session need be conducted hereunder during any academic year to which the requirements of the preceding paragraph apply. Such training session shall be open to all members of the faculty; members of the faculty then in the first year of a tenure-track appointment shall be expected to attend such training session.
4. Scheduling

a. General

After consultation with the faculty member, the assignment to faculty of specific courses and schedules shall be made by the Chair of each department in consultation with the Registrar and shall be subject to the approval of the Vice President.

The Department Chair shall inform each faculty member of his/her preliminary schedule in writing. The faculty member may orally or in writing inform the Department Chair of his/her concerns, if any, with said preliminary schedule.

In assigning specific courses and schedules, the Department Chair shall consider such matters as the following:

1. The qualifications, teaching service at the college or at other accredited colleges and universities, and preferences of the faculty;

2. The character and content of particular courses, having regard, among other considerations, to whether any is being offered for the first time or with extensive revision and to the number of times the faculty member has taught it in the past;

3. The amount of preparation required for the type of instruction used;

4. The number and needs of students expected to enroll in particular courses;

5. The number of courses that require different preparation;

6. Special courses and projects, including joint courses taught by two (2) or more faculty members, and cooperative education programs;

7. Other duties, due consideration being given to equivalent non-teaching duties, including service as Department Chair, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development;

8. Supervision of student practica and clinical field work; and
9. The need for special facilities in the teaching of any course.

Once established, the Department Chair shall provide each faculty member with a written copy of his/her teaching schedule for the applicable semester.

b. Prior Scheduling and Cancellation of Classes

The parties recognize that course scheduling should be arranged in advance in order to enable the faculty to prepare for the discharge of their teaching responsibilities.

The Vice President may change teaching schedules and cancel classes for any reason up to thirty (30) calendar days prior to the first day of classes in any academic semester.

Teaching schedules shall not be changed and courses shall not be cancelled within the period of thirty (30) calendar days prior to the first day of classes in any academic semester except in accordance with the requirements of this paragraph (b).

The Vice President may cancel classes and change teaching schedules during such period of thirty (30) calendar days for unforeseen circumstances. The Vice President may also cancel classes and change teaching schedules during such period of thirty (30) calendar days for other than unforeseen circumstances if, at least thirty (30) calendar days prior to the first day of classes, he/she shall have given contingent notice of an intent to do so and the affected faculty member shall have approved the same.

Any change in teaching schedules, including any cancellation of classes, that the Vice President makes during the period of thirty (30) calendar days prior to the first day of classes may be made only after consultation with the Department Chair, who shall make reasonable efforts to confer with the affected faculty member. In every case, the Vice President shall notify the faculty member in writing of any such change or cancellation.

The parties recognize that such changes and cancellations may occur in circumstances where the faculty member or Department Chair may not be readily available. No such circumstance shall impair the right of the Vice President to effect any such change or cancellation that is otherwise permitted by this paragraph (b).
The Department Chair shall notify the Chapter President of any such change or cancellation.

Nothing herein shall limit the discretion of the Vice President to cancel classes after the start of the semester for sound academic reasons.

**c. Equivalencies**

For the purposes of the assignment of teaching workload to faculty pursuant to the provisions of this Article, a "semester hour of credit of instruction" shall mean a fifty (50) minute period of classroom instruction for one (1) fifteen (15) or sixteen (16) week semester (inclusive of weeks during which examinations are given) by a faculty member in a lecture, recitation or seminar, or such number of contact hours as is the equivalent of the same, as is hereinafter provided, in modes of instruction that require longer periods of time. (Whenever multiples, including fractional multiples, of such fifty (50)-minute periods are used at any College, a "semester hour of credit of instruction" shall, in any event, mean a fifty (50) minute component of such multiple or fractional multiple.) For the purposes of this Article, a "contact hour" shall mean a sixty (60) minute period; provided, however, that when two (2) or more contact hours are scheduled consecutively for any mode of instruction that is measured with reference to contact hours, then the last contact hour so scheduled shall be a fifty (50)-minute period. Such equivalent modes shall be computed as follows:

<table>
<thead>
<tr>
<th>Mode of Instruction</th>
<th>Contact Hours</th>
<th>Semester Hours of Credit of Instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laboratory Instruction</td>
<td>up to 3</td>
<td>2</td>
</tr>
<tr>
<td>Physical Education:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity Courses</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Shop Instruction</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Studio Instruction</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Maritime Responsibilities During the Academic Year</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Critique</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Nursing/Allied Health Clinical</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>
### NUMBER OF STUDENTS

<table>
<thead>
<tr>
<th>Service</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperative Education</td>
<td>6</td>
</tr>
<tr>
<td>Field Work Supervision and Internships</td>
<td>up to 3*</td>
</tr>
<tr>
<td>Independent and Directed Study</td>
<td>4</td>
</tr>
<tr>
<td>Student Teaching Supervision</td>
<td>up to 2</td>
</tr>
</tbody>
</table>

* The Coordinating Council may provide for the scheduling of Field Work Supervision and Internships at a ratio of up to three (3) students for each semester hour of credit of instruction, and in no event shall the Coordinating Council be bound by any past practice in this regard.

Although the teaching of graduate courses is not technically unit work, when any member of the bargaining unit is assigned to teach a graduate course, such unit member shall be credited with four (4) semester hours of credit, as a part of his/her regular teaching workload, for each three (3) contact hours of graduate teaching.

Whenever any member of the faculty volunteers and is assigned to work in a counselling center, facility or program, however such center, facility or program is designated, for the purpose of counselling individual students or groups of students regarding basic skills, so-called, career opportunities or counselling, the planning of educational goals and the means of achieving such goals, or for any similar purpose, and is so assigned on a weekly basis during any semester, every three (3) hours per week of such assignment, if assigned for the duration of such semester, shall be deemed to be the equivalent of one (1) semester hour of credit of instruction for the purposes of assigning the teaching workload of such faculty member for such semester; provided, however, that at Framingham State College twelve (12) hours per week of such assignment, if assigned for the duration of a semester, shall be deemed to be the equivalent of one (1) course. Anything in the foregoing to the contrary notwithstanding, any member of the Department of Psychology at Westfield State College who is assigned responsibility for the psychological counselling of students at such College shall have his/her teaching workload reduced in accordance with present practice.
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It is agreed that in assigning faculty workloads in departments in which laboratory instruction is assigned as a part of a faculty member's teaching workload, Department Chairs shall consider nine (9) laboratory hours per week, and its equivalent at Framingham State College, as a guideline for assigning the laboratory-hour component of the individual workloads of faculty members in such departments. In assigning teaching workload in any such department, the Chair shall make efforts to assign lecture and laboratory instruction on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and laboratory instruction among such faculty members and shall consult with the Department Chair concerning such efforts as shall have been made by the Department Chair to this end.

It is further agreed that in assigning faculty workloads in departments in which physical education activities courses are assigned as part of a faculty member's teaching workload, Department Chairs shall make efforts to assign lecture and activities courses on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and activities courses among such faculty members and shall consult with the Department Chair concerning such efforts as shall have been made by the Department Chair to this end.

Notwithstanding the provisions of the two preceding paragraphs, in making assignments of lecture and laboratory instruction and in making assignments of lecture and activities courses, the Department Chair and the Vice President shall have regard to the qualifications and expertise of members of the faculty as such qualifications and expertise relate to the special needs of laboratory instruction and activities courses.

If special equipment is required in the teaching of courses, determination of the number of students to be enrolled for such classes shall take into account the reasonable availability of any equipment so required.

5. Nursing Programs

Except as otherwise provided in this Agreement, the parties agree that faculty members teaching in the nursing programs at Fitchburg, Framingham, Salem and Worcester State Colleges, including part-time unit members employed as clinical instructors at Fitchburg State College, shall be assigned workloads in accordance with the practices and
procedures that were, severally, in effect at each of those Colleges during the 1993-1994 academic year.

6. Application To Part-time Faculty Members

Except as is otherwise provided in this paragraph 6, the provisions of Article XII shall be of no application to any person holding a part-time appointment to a position in the bargaining unit at a College other than the Massachusetts College of Art. Section A(1)(b) General Provisions, Section A(4)(c) Equivalencies, Section A(5) Nursing Programs, Section E, Closings Due to Emergencies, Section F Compensatory Adjustment for Extraordinary Workload, and Section G Unit Work of this Article XII shall be of application to such part-time unit members during the term of this Agreement.

B. WORKLOAD OF LIBRARIANS


The provisions of this Section shall apply to all Librarians.

The workload of each Librarian shall consist of: (1) such duties pertaining to the operations of the College Library as may be assigned to him/her from time to time by the President; (2) rendering individual and collective assistance to students, faculty and the academic community regarding the use of library facilities; (3) continuing professional growth (as described in the provisions of Article VIII); (4) working with and, where applicable, giving direction to other members of the library staff; and (5) activities undertaken by a Librarian pursuant to his/her responsibilities as a professional in the following areas:

a. Participation as a professional in public service;

b. Participation in and contributions to the improvement and development of the academic programs or academic services of the College as those programs or services relate to the Library; and

c. Participation in and contributions to the professional growth and development of the College community.

In addition to the foregoing, Librarians have the obligation to render assistance to students by instructing them regarding the uses and resources of the Library; to assist members of the faculty, where appropriate, by helping with the compilation of course bibliographies and
with the preparation of specific course assignments related to bibliographies and to library resources; to participate in orientation programs and bibliographic instruction; to assist with faculty research; to serve as liaison with academic departments; and to participate in library consortia and cooperatives.

In discharging their duties pertaining to the operation of the College Library, Librarians shall work pursuant to such schedules as are hereinafter prescribed, it being recognized by the parties that Librarians have the obligation, among others, to carry out committee assignments in accordance with the terms of this Agreement, to attend such College functions as the annual faculty meeting, convocations, and commencement, and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind prescribed in the preceding paragraph.

2. Work Year

All Librarians, of whatever rank, shall be employed to work a twelve (12) month work year except as is otherwise expressly provided by Section H(2) of Article XX of this Agreement.

3. Schedules of Work

All Librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Director, Library, or the Chair of the Library, as the case may be, subject to the approval of the Vice President. Such schedule may provide that, in the case of any individual Librarian, all or any portion of his/her hours of work shall be performed at any such times as may be required by the schedule of hours during which the College Library is open for use by the College community; provided, however, that nothing herein contained shall be deemed to require that such hours of work must be restricted to the times during which the College Library is so open.

In assigning the schedules of individual Librarians, the Director, Library, or the Library Program Area Chair, shall consider such criteria as:

a. The needs of students;

b. The professional qualifications and expertise of each Librarian; and

c. The scheduling preference of each Librarian.
For the purposes of this Agreement, thirty-seven and one half (37-1/2) hours should be the normal average Librarian workload, such that it should be normal scheduling practice to assign hours of work in the Library on that basis. It should also be normal scheduling practice not to require Librarians to work more than five (5) consecutive days in any seven (7) day period or more than seven and one half (7-1/2) hours, exclusive of periods taken for meals, during any single day, and to give Librarians two (2) consecutive days off for each period of five (5) days worked.

In assigning schedules for evenings and weekends, the Library Program Area Chair or the Director, Library, as the case may be, shall first seek volunteers and shall make reasonable efforts to make such assignments on a rotating basis. No Librarian shall be involuntarily assigned to work on consecutive weekends or on more than two nights a week.

In order to permit the undertaking of continuing scholarship, graduate study or other professional activities, a Librarian may, upon written request and subject to approval of the Vice President, be granted a flexible work schedule of thirty-seven and one half (37-1/2) hours to permit the undertaking of such activities described above. Such schedule shall be developed by the Director, Library, or the Chair of the Library, in consultation with the Librarian and shall be subject to the approval of the Vice President.

In establishing and approving the schedule of hours during which each Librarian shall be required to work, the Director, Library, or the Chair of the Library, and the Vice President shall endeavor to conform such schedule to the normal average workload and to the standards of normal scheduling practice, as described above. Whenever the Vice President shall have determined that, because of unusual circumstances, it shall be necessary to deviate from such workload and such practice, such determination shall not be arbitrary or capricious.

In the event that the schedule of hours during which any Librarian shall be required to work deviates from the normal average work week or from normal scheduling practice for a period in excess of two (2) consecutive weeks, such Librarian may file with the Director, Library, or the Chair of the Library, and the Vice President a written request for a meeting. Thereafter, the Director, Library, or the Chair of the Library, and the Vice President shall confer with such Librarian to discuss whether some adjustment in such schedule of hours is feasible. If, after so conferring, the Vice President, in his/her sole discretion,
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determines that an adjustment of the schedule of hours is not feasible, he/she shall set forth the reason for such determination in writing.

A copy of the Vice President's decision shall be forwarded to the Director, Library, or the Chair of the Library, and the Librarian in respect of whose schedule such decision shall have been made. The decision of the Vice President shall be final. Such decision shall not be arbitrary or capricious.

In establishing and approving the schedule of the hours of work for any Librarian who is not eligible for sabbatical leave under the terms of Article XV of this Agreement, the Director, or the Chair of the Library and the Vice President shall establish such schedule so that during at least one (1) of every three (3) semesters the hours of work of such Librarian shall be so arranged to permit such Librarian to engage in activities that are conducive to such Librarian's professional development and approved as such by the Director or the Chair of the Library and the Vice President. In addition, the schedule of a Librarian may be arranged by the Vice President to provide for the participation of the Librarian in continuing scholarship or graduate study or research. Nothing in this provision shall be deemed to require any reduction in the hours of work required of any Librarian by any other provision of this Section. Nor shall anything in this provision be deemed to prohibit the adoption of a like schedule in respect of any Librarian to whom the provisions of this paragraph do not otherwise apply.

All Librarians of whatever rank shall be eligible to participate in a program of professional development pursuant to the provisions of Article XIV of this Agreement, and such program may, in accordance with those provisions, permit a reduction in the weekly hours of work of such Librarian.

The parties hereby further agree that, whenever any Librarian is assigned to teach any course or courses or any portion thereof in any academic department, the weekly hours of work of such Librarian that are otherwise prescribed by this Article shall be reduced in an amount which, in the determination of the Vice President, is commensurate with the number of hours required to discharge the responsibilities of such assignment; provided, however, that no such assignment shall be made without the prior written approval of the Vice President, the Director, Library, and the Chair of any department in which any such course is to be offered.
For the purposes of this Section B, the responsibilities of the Director, Library, shall, at Worcester State College, be discharged by the Director of the Learning Resources Center.

Nothing in this Section (3) shall be deemed to prohibit the President of any College from authorizing the scheduling of work for some or all of the Librarians at such College on the basis of a four (4) day week; provided, however, that nothing in this provision shall be deemed to permit any reduction in the hours of work of any Librarian who is so scheduled.

4. Library Schedule

The schedule of hours during which the College Library shall be open for use by the College community shall be established by the President for sound academic reasons.

C. REDUCTION OF WORKLOAD FOR CERTAIN MEMBERS OF THE ASSOCIATION

In order to enable the Association effectively to discharge its duties pertaining to the administration of this Agreement, including the negotiation of a successor agreement pursuant to Section A of Article XXI hereof, the teaching workload of certain members of the Association shall be reduced subject to the following provisions:

1. The workload of the President of the Massachusetts State College Association shall be reduced by nine (9) semester hours of credit of instruction per semester.

2. The workload of the Vice President of the Massachusetts State College Association shall be reduced by six (6) semester hours of credit of instruction per semester.

3. The workload of the Treasurer of the Massachusetts State College Association shall be reduced by three (3) semester hours of credit of instruction per semester.

4. The workload of the Chair of the Massachusetts State College Association Grievance Committee shall be reduced by six (6) semester hours of credit of instruction per semester.

5. The workload of the Chapter President at Bridgewater State College, Fitchburg State College, Salem State College, Westfield State College and Worcester State College shall be reduced by six (6) semester hours of credit of instruction per semester; and the workload of the Chapter President at Framingham State College shall be reduced by three (3) courses per year.
6. The workload of the Chapter President at the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College shall be reduced by three (3) semester hours of credit of instruction per semester.

7. After having received a recommendation from the President of the Massachusetts State College Association, the President at any College may reduce the workload of any official of such Association who is employed at such College and in respect of whom such recommendation is made; provided, however, that the total number of all such reductions in effect at anytime at the State Colleges collectively shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction shall not be made in respect of the President of the Massachusetts State College Association. Notwithstanding the foregoing, any such reduction, if granted at Framingham State College, shall not exceed one (1) course per semester.

8. After having received a recommendation from the Chapter President at any College, the President of such College may, from time to time, after consultation with the Chapter President, reduce the workload of any member of the Association in respect of whom such recommendation shall have been made; provided, however, that the total number of all such reductions in effect at any one time shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction may be made in respect of the Chapter President. Notwithstanding the foregoing, any such reduction granted at Framingham State College shall not exceed one (1) course per semester.

9. Whenever any Campus School Teacher or any Librarian is a member of the Association to whom the provisions of this Section C apply, there shall be such reduction in the workload of such Campus School Teacher or Librarian as is, in the determination of the President of the College, commensurate with the applicable reduction herein provided.

10. In addition to the foregoing, two (2) members of the Association at each College, which members shall include the Chapter President, shall have their teaching workload scheduled such that they shall be free and able, during one day of each calendar month during the academic year, to attend the regularly scheduled monthly meetings of the Board of Directors of the Massachusetts State College Association. The parties agree that in order to provide for such scheduling, the Chapter President shall notify the Vice President in writing, not later than February 1 of each academic year, of the person, in addition to
himself/herself, in respect of whom such scheduling is to be done for the next academic year.

11. Except for any reduction granted pursuant to the foregoing Sections 7 and 8, reductions in workload granted pursuant to this Section C shall not be granted cumulatively.

D. ALTERNATIVE PROFESSIONAL RESPONSIBILITIES

Any member of the bargaining unit who, whether pursuant to Article XIV of this Agreement or otherwise, and whether at the request of the administration or otherwise, volunteers to perform professional responsibilities of the following kind, namely, institutional research, service to the College community, coaching, research and publication or the performance of administrative or other duties pursuant to the terms of any federal or other grant, may, if the Vice President approves of the performances of such responsibilities, be granted a reduction of his/her teaching workload to facilitate the same, which reduction if so granted shall be in an amount determined in each case by the Vice President. Whenever such reduction in teaching workload shall have been granted by the Vice President the performance of such professional responsibilities shall be subject to evaluation pursuant to the provisions of Section A of Article VIII.

Nothing in this provision shall be deemed to prohibit any member of the bargaining unit from performing such professional responsibilities, without any reduction of his/her teaching workload, for the purpose of fulfilling any of the evaluation criteria prescribed by Section A of Article VIII.

The Vice President may grant a reduction in teaching workload as aforesaid:

(i) only if he or she shall have recorded as a term thereof the identity, by office or position, of the person who shall evaluate the faculty member's performance of the alternative professional responsibility for which such reduction is to be given, and

(ii) only if the member of the bargaining unit in question shall have first set forth in writing a statement, in the nature of a job description, which shall detail the professional responsibilities for the performance of which such reduction is sought; provided, however, that this clause shall not be of application if such description appears in any applicable document of a grant agency or of the Board of Trustees.
Following the completion of any alternative professional responsibility for which a reduction in teaching workload has been granted, the faculty member who assumed such responsibility may submit a report thereon to the Department Chair for use in accordance with Article VIII, Section D(1)(g) of the Agreement, and the person earlier identified by the Vice President as being charged with evaluating such alternative professional responsibility shall submit an evaluation thereon to the Department Chair for use in accordance with the said Section D(1)(g).

E. CLOSINGS DUE TO EMERGENCIES

1. As used in this Section, the following words and phrases shall have the meanings hereinafter ascribed to them:

   a. Essential Personnel: Employees so designated from time to time by the President of the College who are required to work during a particular emergency.

   b. Condition of Emergency: An official declaration by the President of the College as determined in his/her sole judgement and discretion that a departure from the usual operational staffing of the College and the substitution of emergency staffing arrangements is appropriate based upon inclement weather or other circumstances.

   c. Closing: The cessation of operations for any period of time of the entire College or any portion thereof. A portion of a College may include, by means of illustration and not by means of limitation, a department, school, facility, or building.

2. The President of each State College shall establish a procedure for the declaration of a condition of emergency which shall include the means by which such declaration shall be communicated to unit members.

3. The President of a College shall have sole authority to determine if a condition of emergency exists which necessitates the closing of all or a portion of the College. Only essential personnel shall be required to report to work or to remain at work during a declared condition of emergency. All other personnel shall be excused from work.

4. Any designation or determination made by the President pursuant to this Section shall not be subject to the grievance arbitration provisions of Article XI. The designation of essential personnel made by the President shall not be arbitrary or capricious and may be appealed
only to Step 2 (President's Level) of the Grievance Procedure.

5. Unit members serving as emergency personnel shall be provided with compensatory release time within thirty (30) days of the date of service.

F. COMPENSATORY ADJUSTMENT FOR EXTRAORDINARY WORKLOAD

When a bargaining unit member volunteers to perform additional unit work to assist the department or college due to another member's sickness, injury or emergency leave, then the unit member performing the work will be compensated in the following manner during the term of this agreement:

<table>
<thead>
<tr>
<th>TIME ASSIGNED</th>
<th>COMPENSATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 weeks or less</td>
<td>1 credit of instruction</td>
</tr>
<tr>
<td>6 - 10 weeks</td>
<td>2 credits of instruction</td>
</tr>
<tr>
<td>11 weeks or more</td>
<td>3 credits of instruction</td>
</tr>
</tbody>
</table>

In no event will a unit member volunteer to perform additional unit work of more than four (4) credit hours of instruction per semester.

G. UNIT WORK

Except in the case of an emergency, the assignment of work pursuant to this Agreement, exclusive of Alternative Professional Responsibilities (Section D), lab instruction or assistance, or academic advising, shall be made to unit members, except that during each semester not more than three (3) credit-bearing courses at Salem State College and Bridgewater State College, two (2) credit-bearing courses at Fitchburg State College, Framingham State College, Westfield State College, and Worcester State College, and one (1) credit-bearing course at the Massachusetts College of Art, the Massachusetts Maritime Academy, and North Adams State College, may be assigned to be taught by non-unit members.

A non-unit member may be assigned to teach not more than one (1) credit bearing course per academic year.

Non-unit members assigned to teach shall have the appropriate academic credentials. Such individuals shall be expected to fulfill those responsibilities normally associated with classroom teaching, including: holding office hours, advising students in the courses, participating in student evaluations of the courses, and classroom visitation by the Department Chair.

After registration, the Vice President shall inform the Chapter President of the name of any non-unit member assigned.
to teach together with the course to be taught and the academic department in which the course is offered. No unit position shall be held vacant by reason of such teaching assignment and no unit member shall be retrenched as a consequence of any such teaching assignment.

Nothing contained in this Section G shall be deemed to prohibit the assignment of unit work to non-unit part-time faculty hired specifically and solely as part-time faculty.
A. WORKLOAD OF PROFESSIONAL MARITIME FACULTY


The workload of all persons employed as Professional Maritime Faculty at the Massachusetts Maritime Academy shall be determined in accordance with the provisions of this Section A and such other provisions of Article XII as are of application to Professional Maritime Faculty.

The workload of Professional Maritime Faculty shall consist of (1) teaching workload; (2) training and instructional duties; (3) preparations for classroom, laboratory and other instruction; (4) student assistance, including academic advising; (5) duties pertaining to the maintenance and operation of vessels belonging or assigned to the Academy as provided in this Agreement; (6) continuing scholarship (as described in the provisions of Article VIII); and (7) activities undertaken by a member of the Professional Maritime Faculty pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

a. Participation as a professional in public service;

b. Participation in and contributions to the improvement and development of the academic programs or academic services of the Academy;

c. Participation in and contributions to the professional growth and development of the academic community.

In addition to the foregoing, each member of the Professional Maritime Faculty has the obligation, among others, to maintain or upgrade marine licenses or similar certificates in force, renewing the same as required; to participate in shipyard overhaul/repair periods as provided in this Agreement; to assist in preserving the safety and security of the Training Ship and the personnel aboard in the capacity of a watch keeping officer, and transporting a vessel to or from shipyard; to participate on a voluntary basis in the freshman orientation program; to participate in the senior cadet license seminar and the Coast Guard certification testing program; to maintain a proper uniform; to enforce the regulations for the correction and disciplining of cadets; to engage in activities in his/her specialized field; to carry out committee assignments in
accordance with the provisions of this Agreement; and to attend such college functions as faculty meetings, convocations and commencement.

Additional duties shall not significantly increase the nine (9) month workload unless mutually agreed to by all parties.

2. Teaching Workload and Academic Advising

During any academic year, each member of the Professional Maritime Faculty shall be assigned teaching workload and academic advising, subject to and in accordance with the provisions of Sections 2, 3 and 4 of Section A of Article XII of this Agreement.

Except as is expressly provided in this Agreement, participation by any unit member in the annual training cruise or in any like training program shall not be computed in semester hours of credit of instruction irrespective of whether any student or students are awarded graded credits for such participation.

3. Maritime Responsibilities

During the whole or any part of an academic year, any member of the Professional Maritime Faculty may be assigned maritime responsibilities whenever such member of the Professional Maritime Faculty has been assigned a teaching workload of less than 12 semester hours of credit of instruction.

During the academic year, maritime responsibilities shall be assigned on the basis of an equivalency of 3:2 for members of the Professional Maritime Faculty with a part-time teaching load and such shall be so identified in Article XII.

During any period in which a member of the Professional Maritime Faculty has not been assigned teaching workload and academic advising (but excluding any period in which a member of the Professional Maritime Faculty has elected not to participate in the training cruise), the Vice President may assign the following duties to such member of the Professional Maritime Faculty, which duties, except under unusual circumstances, are to be performed between 0800 and 1630 hours, Monday through Friday:

a. Duties pertaining to the maintenance and operation of any vessel belonging or assigned to the Academy and usually involving supervision of cadets and watchkeeping responsibilities;
b. Professional development undertaken for any of the following purposes:
   i. learning recent developments in the commercial marine industry either at sea or ashore;
   ii. upgrading a U.S. Coast Guard license;
   iii. studying for an advanced degree;
   iv. engaging in job-related research;
   v. engaging in course preparation and upgrading; and
   vi. attending professional schools or seminars;

c. Duties pertaining to the academic or training programs of the Academy, including the operation of auxiliary training craft; and

d. Special Navy active duty assignments in the marine field.

4. **Work Year**

All Professional Maritime Faculty of whatever rank shall be employed to work during the Academy's academic year.

5. **Cruise Status**

Except as is provided in this Section 5, no provision of this Agreement shall govern the terms or conditions of employment of any person who is serving aboard the Training Ship while it is in cruise status.

a. **Cruise Service**

The President of the Academy, in consultation with the Master of the Training Ship, will determine the complement of Professional Maritime Faculty required to operate the Training Ship during each Sea Term. Subject to the required complement, all Professional Maritime Faculty shall have a right of first refusal to serve aboard the Training Ship during each Sea Term, but no member of the Professional Maritime Faculty shall be required so to serve.

Any member of the Professional Maritime Faculty who wishes, in the case of any Sea Term, to exercise his or her right of first refusal hereunder, shall do so by giving to the President written notice of his or her election to
serve aboard the Training Ship during such Sea Term, which notice shall be given within thirty (30) days following the date on which the President shall have transmitted to such member of the Professional Maritime Faculty an offer to employ him or her aboard the Training Ship during such Sea Term.

b. Training Coordinators

Subject to the approval of the Vice President, the Departments of Marine Transportation and Marine Engineering will elect a suitably qualified member of the Professional Maritime Faculty to serve as the Deck Training Coordinator and the Engineering Training Coordinator for, in each case, the annual period (excluding the summer intersession) commencing upon the termination of one Sea Term and continuing through the one next succeeding. Each Training Coordinator shall, in consultation with the Vice President, plan for the forthcoming Sea Term and, in that capacity, serve on board the Training Ship during such Sea Term. Each Coordinator shall, in addition to the stipend payable pursuant to paragraph (c) below, be compensated at a rate equal to two (2) credit hours.

c. Cruise Stipends

Any member of the Professional Maritime Faculty serving as such on board the Training Ship during a Sea Term shall be compensated at a rate equal to six (6) credit hours.

d. Credit Hours

For the purpose of calculating any stipend payable to a member of the Professional Maritime Faculty pursuant to the preceding paragraph (b) or (c), each credit hour shall be valued in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Academic Rank</th>
<th>Pay Per Credit Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>$785</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$750</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$710</td>
</tr>
<tr>
<td>Instructor</td>
<td>$675</td>
</tr>
</tbody>
</table>

e. Special Adjustments

Those members of the Professional Maritime Faculty whose names appear on Appendix A of this Article XII-A are all persons who are entitled to be credited for having served for a single Sea Term in excess of the number of Sea Terms they were required to serve under the provisions of the agreement that was the predecessor to this Agreement.
Not later, therefore, than June 30, 1998, each such member of the Professional Maritime Faculty shall be given a reduction in his workload equal to six (6) credit hours of instruction. The scheduling of all such reductions shall be done at the discretion of the Vice President.

f. Miscellaneous Provisions

Nothing in the provisions of this Article XII-A shall be deemed to prohibit any member of the Professional Maritime Faculty from being assigned, as part of his/her teaching workload, any course that requires the use and/or operation at sea of any training craft as a laboratory in the teaching of such course. Any such course assignment shall be deemed to be laboratory instruction for purposes of Section A of Article XII.

6. Alternative Professional Responsibilities

Section D of Article XII of the Agreement shall be of application to Professional Maritime Faculty.

B. ACADEMIC YEAR

The parties recognize that the Training Ship is an essential component of the educational program of the Academy. The scheduling of the cruise is dependent upon various factors not within the full control of the Academy. Therefore, the Academy may be required from year to year to schedule the training cruise during the winter months (January/February) and therefore be required to extend the spring semester by three weeks into the month of June.

In consideration of these provisions the parties agree:

(i) members of the bargaining unit shall not be required to perform their assigned duties during the cruise period; and

(ii) subject to Section G of this Article XII-A, the base compensation of each such member of the bargaining unit shall be increased in accordance with the applicable provisions of Article XIII of this Agreement.

For members of the faculty at the Massachusetts Maritime Academy the academic year shall be the period described in Section D(1) of Article I; provided, however, that whenever during the term of this Agreement the annual training cruise is conducted during the period of the academic year, the President of the Academy may extend the academic year to include the fifteenth working day following the end of the academic year, but excluding therefrom so much of the time allotted for the annual training cruise as falls within such period.
C. MILITARY CUSTOMS AND OBLIGATIONS

1. Training Environment

The Massachusetts Maritime Academy is committed to training undergraduate cadets in a paramilitary environment in conformity with the Merchant Marine Training Regulations for the time being in effect. All Professional Maritime Faculty employed at the Academy, being customarily called officers and having certain ranks styled on the model of military ranks, shall become a part of this environment by wearing the uniforms prescribed by the Board of Trustees.

All members of the bargaining unit shall uphold the military code of conduct prescribed for cadets, adhere to the precepts and examples required of officers in a military environment, and participate in assigned conduct and aptitude boards prescribed by the Board.

All Professional Maritime Faculty employed at the Massachusetts Maritime Academy are, therefore, required to:

a. Maintain and wear the appropriate Massachusetts Maritime Academy uniform with insignia commensurate with their rank as officers at the Academy; and

b. Adhere to military customs on campus prescribed by the Board.

2. Uniforms

The Academy shall supply as necessary the prescribed uniforms. In order to permit each member of the Professional Maritime Faculty to maintain the appropriate uniform as foreseen, the amount of One Hundred Fifty Dollars ($150.00) shall be paid to each such member of the Professional Maritime Faculty on or before every September 30 to which this Agreement is of application; provided, however, that whenever the Board shall have failed to pay to any member of the Professional Maritime Faculty the aforesaid uniform allowance on or before any September 30th, the said member of the Professional Maritime Faculty shall not be required to wear and maintain the appropriate uniform.

Members of the faculty at the Massachusetts Maritime Academy, other than Professional Maritime Faculty, shall, during the term of this Agreement, be prohibited from wearing any uniform of the kind described above. Such faculty shall wear appropriate seasonal civilian attire in accordance with the practices existing at comparable maritime and naval academies.
D. RESPONSIBILITIES OF DEPARTMENT CHAIRS AT THE MASSACHUSETTS MARITIME ACADEMY

In addition to the responsibilities described at Section A of Article VI of the Agreement, the responsibilities of Department Chairs at the Massachusetts Maritime Academy shall also include the following:

1. Serving on any boards and/or commissions; and

2. In the case of the Department Chairs of the Maritime Engineering and Marine Transportation Departments, assisting the Training Coordinators in the development of a coordinated training plan for training cruises and for shipyard periods that involve the training of cadets; such plan shall be prepared under the direction of the Vice President.

E. MASTER AND CHIEF ENGINEER OF THE ACADEMY TRAINING SHIP

The parties recognize and agree that nothing in this Agreement shall be deemed to prohibit the Academy from appointing, at its discretion and with the agreement of the person so appointed, any member of the bargaining unit to serve as Master of the Training Ship or as its Chief Engineer, and no provision of this Agreement shall be deemed to govern such appointment or the terms and conditions upon which it is made or held.

The parties further recognize and agree that any person who is otherwise a member of the bargaining unit shall nonetheless be deemed not to be a member of the bargaining unit during any period in which he or she is serving as Master of the Training Ship during the Sea Term.

F. TRAVEL CONDITIONS

When traveling at the request of the Academy, unit members employed at the Academy shall be provided reasonable advance notice. If traveling at the request of the Academy a distance greater than Five Hundred (500) miles, the Academy shall make arrangements for travel by air.

G. ADJUSTMENTS IN COMPENSATION

In consideration of the covenants made by the Coordinating Council and recorded in this Article XII-A, no member of the Professional Maritime Faculty shall be entitled to or accorded any of the following increases in compensation:

1. the salary increase provided for in Article XIII, Section C(1);
2. the salary increase provided for in Article XIII, §C(2); provided, however, that in lieu of the salary increase provided for in the said Section C(2), each member of the Professional Maritime Faculty shall, subject to the terms and with effect on the date there prescribed, be accorded a salary increase in an amount equal to two and one-half percent (2-1/2%);

3. the salary increase provided for in Article XIII, Section C(3); provided, however, that in lieu of the salary increase provided for in the said Section C(3), each member of the Professional Maritime Faculty shall, subject to the terms and with effect on the date there prescribed, be accorded a salary increase in an amount equal to two and one-quarter percent (2-1/4%); and

4. the step-rate increases (there being two) provided for in Article XIII, Section C(4).
ARTICLE XII-A - APPENDIX A

The Professional Maritime Faculty to whom the provisions of Article XII-A, Section A(5)(e) are of application are the following:

Robert Buckley
Jerome McGourthy
Joseph Murphy
Robert Strautman
William Haynes
ARTICLE XII-B - WORKLOAD OF CAMPUS SCHOOL TEACHERS

A. GENERAL PROVISIONS

The provisions of this Article XII-B shall apply to all Campus School Teachers at a Campus School.

The workload of Campus School Teachers shall consist of (1) teaching workload, including the supervision of campus school pupils and assistant teachers; (2) preparation for classroom and like instruction; (3) assistance to students and pupils; (4) continuing scholarship (as described in the provisions of Article VIII); and (5) activities undertaken by a Campus School Teacher pursuant to his/her responsibilities as a professional and the terms of this Agreement, including those in the following areas:

1. Participation as a professional in public service;

2. Participation in and contributions to the improvement and development of the academic programs or academic services of the College, including those confined to the Campus School; and

3. Participation in and contributions to the professional growth and development of the College community.

In addition to the foregoing, Campus School Teachers have the obligation to be available to students; to confer with the parents of pupils; to carry out committee assignments in accordance with the terms of this Agreement, provided the Principal shall have first approved arrangements for the coverage of other assigned duties; to participate in curriculum design and development; to assist in program review, evaluation and planning; to carry out emergency assignments at the direction of the Principal, which emergency assignments shall normally not exceed more than twenty-four (24) hours' duration; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph.

As professionals, Campus School Teachers may make additional contributions for the benefit of the Campus School and the College community.

B. SCHEDULING

The Principal shall request in writing of each Campus School Teacher any special scheduling consideration. Following the timely receipt of such special scheduling consideration, if any, the Principal or his/her designee will inform each Campus School Teacher of his/her preliminary schedule in writing. The
Campus School Teacher may orally or in writing inform the Principal of his/her concerns, if any.

The Principal or his/her designee shall give a written copy of the established schedule to each Campus School Teacher on or before June 1.

Determination of the workloads for Campus School Teachers at each Campus School, including the assignment of specific classes and schedules, shall be made by the Principal after consultation with such other members of staff as the Principal may deem appropriate and after consultation with the teacher in question. Every such determination of workload shall be subject to the approval of the Vice President.

In making such determinations of workload, the Principal shall consider such matters as the following:

1. The needs of the students and pupils to be instructed;

2. The qualifications, teaching service and experience, and performance of the Campus School Teacher, including whether or not such Campus School Teacher is a specialist;

3. The nature of curricular needs;

4. The amount of preparation required for the type of instruction used;

5. Special courses and projects involving the instruction of pupils at the Campus School;

6. Participation in co-curricular activities; and

7. Other duties, due consideration being given to equivalent non-teaching duties, including in-service work with groups in the state, and work in program and curriculum development.

C. SCHOOL YEAR AND SCHOOL DAY

The school year shall be of ten (10) months' duration. At each campus school, the work year shall comprise not fewer than one hundred eighty (180) instructional days with pupils in attendance. As professionals, Campus School Teachers may make additional contributions for the benefit of the campus school and the College community.

The school day for Campus School Teachers at each Campus School shall be a period that does not exceed seven (7) consecutive hours during any calendar day. Such period shall include, in addition to the time or times during which classes are regularly in session, any time or times, before and/or
after the commencement and/or ending of such class periods, during which Campus School Teachers are required to be available during the school day for the performance of professional duties directly related to their duties at the Campus School, it being understood that a Campus School Teacher shall be entitled to leave the Campus School when his/her assigned professional duties do not require his/her physical presence at the Campus School.

During the term of this Agreement each Campus School Teacher shall have a daily preparation period of not less than forty-five (45) minutes in duration, such period to be exclusive of recess and lunch periods.

If a Campus School Teacher is denied his/her preparation period for emergency reasons, then said Campus School Teacher shall receive compensatory adjustment within fourteen (14) calendar days.

Each Campus School Teacher shall have not less than one (1) afternoon per month as release time for in-service training, related directly to the needs of the campus school. A team of four (4) teachers and the Principal shall determine the needs.

Each Campus School Teacher shall have a daily duty-free lunch break of not less than thirty (30) minutes' duration.

Individual Campus School Teachers, upon written request to the appropriate Campus School administrator, shall be granted released time upon terms and conditions approved by the Vice President for innovative study, curriculum development, and/or other professional developmental activities.

D. AMENDMENTS

The parties recognize and agree that representatives of each College at which a Campus School is located and representatives of the Campus School Teachers at each such College shall meet and confer for the purpose of formulating such agreements as they think proper concerning changes in the workload of Campus School Teachers that are made necessary or desirable by implementation of the Education Reform Act and the concomitant need to strengthen the educational program at each Campus School. No later than March 1, 1996, all such agreements shall be submitted to the parties for such final concurrence as they may mutually agree is appropriate. If no such agreements are submitted to the parties by March 1, 1996, or if the parties shall have declined to concur with such agreements in whole or in part, the parties shall thereupon resume their negotiations concerning the matters of workload described above. All of the parties’ final agreements concerning such matters shall be incorporated into this Agreement and shall thereafter be a part hereof.
ARTICLE XIII - SALARY

A. ANNUAL SALARY

For the purpose of this Article, "annual salary rate" shall, in respect of each member of the bargaining unit, mean the annual salary rate payable to such member of the bargaining unit on July 1, 1995, or on the date of his/her first employment as such (whichever shall be the later), and as it is adjusted from time to time thereafter in accordance with the provisions of this Article.

Except as is provided in the next paragraph, the provisions of this Article XIII shall be of no application to any person except insofar as such person is a member of the bargaining unit on and/or after the date of execution of this Agreement; for these purposes a person shall not cease to be a member of the bargaining unit merely by reason of his/her being on a leave of absence, whether with or without pay.

In the event that a unit member who shall have been employed as a member of the bargaining unit on or after July 2, 1995, shall have died after said date but prior to the execution of this Agreement, his or her estate shall be entitled to receive all of the salary adjustments for which the unit member would have been eligible in accordance with the provisions of this Article XIII to and including the date of his or her death. Payments to the estate of such salary adjustments shall be made on a pro rata basis commencing with the effective date of the salary adjustment and ending on the date of death.

B. FUNDING

The parties agree that, except as is otherwise expressly provided, all moneys required to be paid pursuant to this Article XIII shall be incremental cost items and subject as such to the provisions of Article XXI of this Agreement and to those of Section 7(c) of Chapter 150E of the General Laws.

C. SALARY ADJUSTMENTS

1. Salary Increase: July 2, 1995

With effect on July 2, 1995, the annual salary rate, as it then is, of every full-time member of the bargaining unit who is eligible to be granted the same shall be increased by an amount equal to two and one half percent (2 1/2%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.
Article XIII - Salary

2. **Salary Increase: June 30, 1996**

With effect on June 30, 1996, the annual salary rate, as it then is, of every full-time member of the bargaining unit who is eligible to be granted the same shall be increased by an amount equal to three percent (3%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

3. **Salary Increase: June 29, 1997**

With effect on June 29, 1997, the annual salary rate, as it then is, of every full-time member of the bargaining unit who is eligible to be granted the same shall be increased by an amount equal to two and one-half percent (2 1/2%) thereof: it being the understanding of the parties that no member of the bargaining unit shall be eligible for such increase if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

4. **Step Rate Increases**

With effect on June 30, 1996, every person who is then a full-time member of the bargaining unit shall advance to the next higher salary step within the salary range applicable to his or her rank; provided, however, that no such member of the bargaining unit shall be eligible to advance to the next higher salary step hereunder if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

With effect on June 29, 1997, every person who was a full-time member of the bargaining unit on June 30, 1996, shall again advance to the next higher salary step within the salary range applicable to his or her rank; provided, however, that no such member of the bargaining unit shall be eligible to advance to the next higher salary step hereunder if his or her performance has been rated unsatisfactory pursuant to Article VIII, §O, of this Agreement.

Every person who is first employed (or re-employed) as a full-time member of the bargaining unit after June 30, 1996, shall advance to the next higher salary step within the salary range applicable to his or her rank after fifty-two (52) weeks of creditable service (which shall consist of one full academic year) in the step at which he or she shall have been first so employed (or re-employed); provided, however, that no such member of the bargaining unit shall be eligible to advance to the next higher
salary step hereunder if his or her performance has been rated unsatisfactory pursuant to Article VIII, §0, of this Agreement.

For the duration of this Agreement the amount of each step rate increase shall be equal to one and seventy-five one hundredths percent (1.75%) of the recipient's annual salary on the effective date of the step rate increase.

The parties acknowledge that this paragraph 4 shall not be subject to the provisions of Article XXI, §A [duration clause] of this Agreement, it being the intent and understanding of the parties that the system of step increases shall expire on June 30, 1998.

D. ACADEMIC PROMOTIONS

Whenever any member of the bargaining unit shall have been promoted with effect on September 1, 1995, September 1, 1996, or September 1, 1997, his or her annual salary rate as it then is shall be increased by an amount equal to five percent (5%) thereof or Two Thousand Dollars and Forty-Four Cents ($2,000.44), whichever is the greater (in the case of any promotion granted with effect on September 1, 1995, this adjustment in the annual salary rate shall have effect on August 27, 1995). The parties understand and agree that the moneys required to be paid pursuant to this section D shall not be incremental cost items and shall not as such be subject to the provisions of Article XXI of this Agreement or to those of Section 7(c) of Chapter 150E of the General Laws.

E. APPLICATION TO PART-TIME FACULTY

1. Part-Time Faculty at the Massachusetts College of Art

Any member of the bargaining unit who is otherwise eligible to receive any Salary Adjustment granted pursuant to any provision contained in the foregoing Section C but who, during the whole or any part of the period in respect of which such eligibility is established, is or was employed as such on a part-time basis at the Massachusetts College of Art, shall receive, in lieu of the amount prescribed by such Section, a fraction thereof equal to the fractional value of his/her part-time employment as it is or was during the period in respect of which his/her eligibility for such salary adjustment is established.

It is understood and agreed that the fractional equivalent thereof shall be one-eighth (1/8) of a full-time equivalent salary for each three-credit course taught.
Article XIII - Salary

2. **Part-Time Nursing Faculty at Fitchburg State College**

At Fitchburg State College, any part-time member of the bargaining unit who is employed as a clinical instructor in the Nursing Department at Fitchburg State College, who teaches the equivalent of six (6) credit hours of instruction or more and who is paid from the AA account, shall be paid one-eighth (1/8) of the full-time equivalent salary to be paid under Article XIII for each three (3)-credit course taught.

3. **Other Part-Time Faculty**

(a) Except as is provided in the preceding paragraphs 1 and 2 and in the following clauses (b) and (c), the salary rate of all part-time members of the faculty employed as such shall, with effect on the following dates, be in the following amounts for each three (3)-credit course:

(i) with effect on July 2, 1995: $2,565.00
(ii) with effect on June 30, 1996: $2,685.00
(iii) with effect on June 29, 1997: $2,795.00

(b) At Framingham State College, the salary rate of all part-time members of the faculty employed as such shall, with effect on the following dates, be in the following amounts for each four (4)-credit course:

(i) with effect on July 2, 1995: $3,415.00
(ii) with effect on June 30, 1996: $3,580.00
(iii) with effect on June 29, 1997: $3,730.00

(c) At Westfield State College, the hourly salary rate paid of the bargaining unit who teach music courses on an hourly basis shall be $32.00 with effect on July 2, 1995, $33.60 with effect on June 30, 1996, and $35.00 with effect on June 29, 1997.

F. **MINIMUM SALARIES**

The minimum starting annual salary rate for each full-time member of the bargaining unit and (on a pro-rata basis) for each part-time member of the bargaining unit to which the preceding Section E(1) or (2) is of application shall be calculated in accordance with the Salary Equity Formula that is set forth in Appendix A of this Article XIII.
Article XIII - Salary

For purposes of the Salary Equity Formula, the base salary shall be the following with effect on the following dates:

(i) with effect on July 2, 1995: $25,625.00
(ii) with effect on June 30, 1996: $26,395.00
(iii) with effect on June 29, 1997: $27,055.00

Any member of the bargaining unit initially hired with effect on or after July 1, 1995, shall complete one of the Salary Data Forms that are attached to this Agreement as Appendix O-1 (Faculty) and O-2 (Librarians).

A copy of the completed Salary Data Form shall be given to each such unit member and the completed Form shall be placed in the unit member's Official Personnel File.

The Salary Data Form shall be used to determine the initial minimum starting salary of the unit member. A unit member's initial starting salary may be above the minimum.

G. MAXIMUM SALARIES

1. Maximum Salary Range

With effect on July 1, 1995, the maximum salaries of the salary ranges applicable to faculty and librarian ranks shall be as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>$76,000.00</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$71,000.00</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$66,000.00</td>
</tr>
<tr>
<td>Instructor</td>
<td>$59,000.00</td>
</tr>
<tr>
<td>Senior Librarian</td>
<td>$73,000.00</td>
</tr>
<tr>
<td>Librarian</td>
<td>$68,500.00</td>
</tr>
<tr>
<td>Associate Librarian</td>
<td>$65,500.00</td>
</tr>
<tr>
<td>Assistant Librarian</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Library Associate</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Library Assistant</td>
<td>$43,500.00</td>
</tr>
</tbody>
</table>

2. Maximum Salary Upon Return

Except as otherwise provided in the Agreement of the parties dated February 8, 1989, persons to whom the provisions of Article X, §C(5-10), are of application shall, in the event that they exercise their administrative right of return, have their salaries fixed at rates that do not exceed the maximum salaries of the salary ranges applicable to faculty and librarian ranks as the same have been established in this Section G of Article XIII.
Article XIII - Salary

H. TIMES OF PAYMENT

1. Full-Time Unit Members

The manner and times of payment of every full-time bargaining unit member's salary shall be in accordance with the practice in effect immediately prior to the date of execution of this Agreement, and every member of the bargaining unit shall, in accordance with such practice, be entitled to elect to receive advances against his/her salary. Nothing contained in this paragraph shall be deemed to prohibit the Colleges or any College from implementing, in lieu of the foregoing, a weekly payroll system.

2. Part-Time Unit Members

The manner and times of payment of every part-time unit member shall be in accordance with the practice in effect on February 27, 1989, except that such payments shall be made, if practicable, at least once per month during the term of said unit member's appointment.

Anything in the foregoing provisions of this Article to the contrary notwithstanding, whenever any monies shall, pursuant to any provisions of this Article XIII, be due and payable on a date prior to the date on which final action shall have been taken to appropriate the monies necessary to fund such provisions, such monies shall, unless otherwise expressly provided by law, be due and payable not later than sixty (60) days after the date on which such final action shall have been taken.

I. REOPENER

In the event that during the term of this Agreement a collective bargaining agreement is submitted by either the Governor or the Secretary of Administration and Finance and said agreement is funded by the Legislature, and in the event that said agreement involves non-public safety employees of the Commonwealth's Executive Branch, the Higher Education Coordinating Council, the Board of Trustees of the University of Massachusetts or the Trial Court of the Commonwealth, and in the event such agreement contains economic benefits that are greater than the economic benefits that are contained in this Agreement, the parties agree, at the request of either of them, to re-open this Agreement for further negotiations on those economic matters.
## ARTICLE XIII-A - SALARY EQUITY FORMULA

<table>
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<tr>
<th>BASE</th>
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<th>TERMINAL DEGREE</th>
<th>EXPERIENCE</th>
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</table>

### TERMINAL DEGREE DEFINITIONS

As defined in the Agreement.

### EXPERIENCE EXPLANATIONS

(A) **$350** For faculty Internal and External Experience: For each year while holding a full-time appointment as an instructor/assistant professor/associate professor/full professor at a 4-year Massachusetts State College or other accredited 2-year or 4-year college or university or (in the case of faculty holding appointments in departments of nursing) at an accredited school of nursing.

(B) **$350** For librarians Internal and External Experience: For each year while holding a full-time appointment as a professional librarian at a 4-year Massachusetts State College or other accredited 2-year or 4 year college or university.

(C) **$350 (CAP)** For all faculty appointed prior to the academic year commencing September, 1970, for each year while holding a full-time appointment in grades K through 12 as a classroom teacher (including Special Education experience as a Classroom or Learning Resource Center teacher, but excluding any period of employment as a guidance counselor) at an accredited public or private school prior to the date of initial hire at a Massachusetts State College.

(D) **$350 (CAP) K through 12 Exceptions** For faculty described in the areas below, for each year while holding a full-time appointment in grades K through 12 as a classroom teacher (including Special Education experience as a Classroom or Learning Resource Center teacher, but excluding any period of employment as a guidance counselor) at an accredited public or
private school prior to the date of initial hire at a Massachusetts State College regardless of the date of hire:

(1) faculty in the Education Department
(2) faculty in the Business Education Department
(3) Campus school teachers

(E) **$100 (CAP)** Other Appropriate Professional Experience: For each year of other appropriate full-time professional experience which falls within one or more of the following categories:

(1) Business Administration
(2) Social Services or Rehabilitative Services including physical therapy
(3) Engineering
(4) Maritime (Maritime Service or the Navy)
(5) Professional and Industrial Arts
(6) Communication Disorders
(7) Library
(8) Nursing/Licensed Medical Technician/Dietician
(9) Computer Science
(10) Aviation Science (Licensed pilot or pilot in the Armed Forces)
(11) Journalism/Media/Public Relations
(12) Biological, Physical, or Social Science Research in a recognized professional research facility or laboratory

1. The $350 and $100 payments for Sections C through E inclusive are subject to costing and verification.

2. The parties have mutually agreed upon the use of the Salary Data Sheets (Appendices 0-1 and 0-2), for the purposes of this Salary Equity Formula.

3. Except as otherwise provided in Article XIII, Section F, the provisions of this Article XIII-A shall be of no application to any person appointed to a part-time position in the bargaining unit.
ARTICLE XIV - PROGRAM OF PROFESSIONAL DEVELOPMENT

The parties agree to undertake a program of professional development for members of the bargaining unit; provided, however, that the provisions of this Article XIV shall be of no application to any person appointed to a part-time position in the bargaining unit employed at a College other than the Massachusetts College of Art.

Participation in any such program by any member of the bargaining unit shall be undertaken only on a voluntary basis.

A. PURPOSE

The purpose of the Program of Professional Development shall comprise the following several aims and goals through research, scholarship and other appropriate professional activities:

1. To improve teaching and student advising and to relate those to a changing curriculum that is itself responsive to the larger needs of society;

2. To develop new teaching skills and an appropriate facility in the use of media, teaching aids and other supportive techniques where those are appropriate;

3. To improve student advising techniques and the faculty member's command of relevant bodies of knowledge in this area;

4. To increase the faculty member's command of the body of knowledge that constitutes his/her own discipline;

5. Where appropriate, to enable a faculty member to develop a command over a body of knowledge in a related discipline;

6. In the case of any librarian, to improve such librarian's professional skills and techniques and to relate those to a changing curriculum that is itself responsive to the larger needs of society;

7. In the case of any librarian, to develop new professional skills and techniques to the same end;

8. To provide retraining to members of the bargaining unit who have been or may be given notice of retrenchment.

B. PROGRAMS OF PROFESSIONAL DEVELOPMENT

Within thirty (30) days of the date of execution of this Agreement, there shall be established at each College a
Article XIV - Program Of Professional Development

Committee on Professional Development and Retraining, which shall be composed of three (3) unit members appointed by the President of the Association and two (2) persons appointed by the President of the College.

1. The Committee shall:

a. Meet and confer with the Vice President regarding criteria for the awarding of Professional Development Programs;

b. Receive and review all requests for programs of professional development that may be undertaken pursuant to the provisions of this Article, and thereafter make recommendations to the President of the College regarding approval or disapproval of all programs of professional development submitted pursuant to the provisions of this Article;

c. Make recommendations regarding the allocation of moneys which shall be available for the implementation of programs of professional development that may be undertaken pursuant to the provisions of this Article;

d. Develop and recommend a policy for the retraining of unit members who may be retrenched, and submit such recommended policy to the President of the College within three (3) months from the date on which the Committee shall have first convened; in discharging this responsibility, the Committee shall seek to compile and disseminate information regarding retraining and job opportunities for members of the bargaining unit; and

e. Advise, when requested, individual unit members who shall have been or may be retrenched pursuant to the provisions of Articles XA and XB of this Agreement for the purpose of assisting any such unit member in the development of a program of retraining.

2. The President shall:

a. Upon receipt of the recommendations of the Committee on Professional Development and Retraining, grant such awards as he/she shall determine in accordance with the provisions of this Article;

b. Notify the applicants of the approval or disapproval of their program of professional development; and

c. Notify the President of the Association of the grants and programs approved by him/her.
3. Every such request for a program of professional development shall be submitted within the limits of time prescribed therefor.

C. EVALUATIONS

The participation or lack of participation of any member of the bargaining unit in any program of professional development shall not be considered in any evaluation of such member of the bargaining unit conducted pursuant to the provisions of Article VIII of the Agreement; provided, however, that any member of the bargaining unit may introduce for consideration during any such evaluation the work done by him/her, or the product thereof, pursuant to any program of professional development. Notwithstanding the foregoing, whenever any member of the bargaining unit shall have been granted a reduction of teaching workload in order to undertake a program of professional development, his/her participation in such program shall be evaluated in accordance with Article VIII of this Agreement.

Upon the completion of any program of professional development, a member of the bargaining unit shall submit to the Vice President a report thereon describing with reasonable particularity the professional activities undertaken pursuant thereto as they relate to the purposes for which the program of professional development was approved.

D. IMPLEMENTATION/FUNDING

The amount, method and manner of the funding of any program of professional development shall be determined by the President of the College.

E. DEFINITION

For the purpose of this Article XIV, the phrase "individual program of professional development" shall, in the case of any individual member of the bargaining unit, mean a program designed to effectuate any one or more of the purposes set forth in Section A, which program shall have been developed at the initiation of such unit member, assented to by him/her, and approved as such by the President: it being the common purpose of the parties to this Agreement to provide members of the bargaining unit with the specific means by which to achieve professional growth and to benefit the College.

F. EXISTING PROGRAMS

Nothing in this Article XIV shall be of any application to any individual program of professional development approved prior to the effective date of this Agreement or for which moneys have been made available other than from moneys
appropriated or allocated to the College pursuant to Section 7 of Chapter 150E of the General Laws.

G. SUPPLEMENTARY SUPPORT FOR CONTINUING SCHOLARSHIP

1. Funding

During fiscal year 1996, during fiscal year 1997 and, again, during fiscal year 1998, there shall be made available at each College an amount of money (known as "educational needs moneys") equal to one per cent (1%) of the total AA payroll of members of the bargaining unit employed at such College on September 1, 1995 (in the case of fiscal year 1996), on September 1, 1996 (in the case of fiscal year 1997), and on September 1, 1997, in the case of fiscal year 1998. All such educational needs moneys for fiscal year 1996 shall be an incremental cost item for the purposes of Section 7(c) of Chapter 150E of the General Laws and Article XXI of this Agreement.

During fiscal year 1996, there shall also be made available at each College an amount of money (known as "supplementary educational needs moneys") equal to one and one-half percent (1 1/2%) of the total AA payroll of members of the bargaining unit employed at such College on September 1, 1995. To the extent permitted by law as a prior appropriation continued, all such supplementary educational needs moneys shall remain available (to the extent they are unexpended in fiscal year 1996) during fiscal year 1997 and (to the extent they are unexpended during fiscal year 1997) during fiscal year 1998. All such supplementary educational needs moneys shall be an incremental cost item in fiscal year 1996 for purposes of Section 7(c) of Chapter 150E of the General Laws and Article XXI of this Agreement.

Neither the educational needs moneys nor the supplementary educational needs moneys shall be used to pay bonuses, nor shall any of such moneys be applied to the salary rate of any member of the bargaining unit. Subject to the foregoing, all such moneys shall be available, as the parties may agree, for the benefit and support of members of the bargaining unit. Neither the educational needs moneys nor the supplementary educational needs moneys shall continue beyond the expiration of this Agreement on June 30, 1998.

2. Continuing Scholarship

For the purposes of this Section G, the phrase "continuing scholarship" shall have the meaning ascribed to it in Article VIII, Section A(1)(b)(i) and Section A(3)(b)(i), and the moneys made available hereunder shall be applied solely for the support of such continuing scholarship.
3. Allocation and Approval of Expenditures: Continuing Scholarship Moneys

During fiscal year 1996 and, again, during fiscal year 1997, and, again, during fiscal year 1998, there shall be allocated to each full-time member of the bargaining unit at each College an amount equal to the continuing scholarship moneys available at such College divided by the number of such members of the bargaining unit employed at the College at the commencement of the academic year. Each such member of the bargaining unit shall be entitled to expend the amount so allocated but may do so only subject to the following:

(a) on or before December 31, he or she shall first submit to the Vice President a description of the purpose for which such moneys (or any portion thereof) are to be expended, and, on or before January 31, the Vice President shall thereafter approve the same unless he or she shall have determined that the intended expenditure does not constitute support of continuing scholarship;

(b) whenever the Vice President shall have approved the purpose for which an expenditure is intended to be made, the member of the bargaining unit shall be entitled thereafter to be reimbursed for such expenditure when actually made for such purpose;

(c) the reimbursement of expenditures hereunder shall be made in accordance with and subject to the rules and regulations that are of general application to the reimbursement of employee expenditures, including those requiring the submission of appropriate receipts and like documentation.

Whenever the Vice President shall have declined to approve an intended expenditure under paragraph (a) above, the member of the bargaining unit whose submission has been disapproved shall be entitled to appeal the Vice President's decision to the Committee on Professional Development and Retraining, and the Committee's decision in that regard shall be final and binding.

4. Allocation and Approval of Expenditures: Supplementary Educational Needs Moneys

Each member of the bargaining unit who was employed as such on July 2, 1995 (including any such member of the Professional Maritime Faculty) shall be entitled to one of the following described benefits.

(a) During any two (2) of the fiscal years 1996, 1997 and 1998, there shall be allocated at each College to each such full-time member of the bargaining unit who shall have
elected the same an amount of supplementary educational needs moneys equal to Six Hundred Fifty Dollars ($650.00); the allocation of such amount shall be made in each of the two fiscal years that such member of the bargaining unit shall have identified at the time he or she elects to make use of supplementary educational needs moneys. Each such member of the bargaining unit who shall have made the election described above, shall be entitled to expend the supplementary educational needs moneys so allocated in accordance with the requirements of the preceding paragraph 3.

(b) Each such part-time member of the bargaining unit (other than a part-time member of the bargaining unit to whom the following clause (c) applies) shall be accorded an amount of supplementary educational needs moneys equal to Two Hundred Fifty Dollars ($250.00). Each such part-time member of the bargaining unit shall be entitled to expend the supplementary educational needs moneys so allocated in accordance with the requirements of the preceding paragraph 3. (This benefit shall be available only to part-time members of the bargaining unit who were employed as such during the 1994-1995 academic year.)

(c) Each such part-time member of the bargaining unit who is employed as such at the Massachusetts College of Art (and to whom Article XIII, §E(1), applies) or as a Clinical Instructor in the Nursing Department at Fitchburg State College (and to whom Article XIII, §E(2), applies) shall be accorded the entitlement described in the preceding clause (a) on a pro-rata basis during each of the two years in which the entitlement is available.

5. General Programs of Professional Development

Whenever on February 1 there remain moneys whose expenditure has not been authorized pursuant to the preceding paragraph 3, the Committee on Professional Development and Retraining shall, as promptly as is practicable, recommend to the Vice President one or more general programs of professional development (such as seminars and workshops) for the support of which such moneys may be expended.
ARTICLE XV - SABBATICAL LEAVE

A. REAFFIRMATION

The parties reaffirm their mutual commitment to support the professional development and growth of individual members of the bargaining unit; and to that end they similarly reaffirm their commitment to the granting of sabbatical leaves, in accordance with the provisions of this Article.

B. ELIGIBILITY

The provisions of this Article shall apply to all full-time faculty members, campus school teachers, and librarians; provided that such employees have served at one or another of the State Colleges for at least seven (7) years, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave; it being the understanding of the parties that for purposes of determining the eligibility for sabbatical leave of any member of the bargaining unit, the parties shall compute the number of years of such member's service in accordance with the practice for doing so which, at each College, was in effect at such College on April 23, 1987.

The provisions of this Article shall also apply to part-time members of the faculty at the Massachusetts College of Art who have held a part-time appointment of not less than one-half time consecutively for a pro-rata period equivalent to at least seven years of full-time service, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave.

Except as otherwise provided above, the provisions of this Article XV shall be of no application to any person holding an appointment to a part-time position in the bargaining unit.

The provisions of this Article shall not apply either to any Library Associate or Library Assistant.

The granting of sabbaticals shall be subject to the funding and to the procedures provided in this Article, and during the term of this Agreement no other quota limiting the number of sabbaticals to be granted shall govern eligibility.

The parties expressly agree that no member of the bargaining unit shall be denied a sabbatical due to insufficient funds where the course or courses to be taught or the duties to be assumed are not deemed to be essential in accordance with the procedures provided in this Article.
C. TERMS

Sabbatical leave shall be for purposes of study and research and may be granted for either a period of one (1) year at half pay for such period or a period of a half-year at full pay for such period.

Prior to the granting of any sabbatical leave, the unit member must enter into a written agreement with the Board of Trustees that, upon the termination of such leave, he/she will return to the service of the College for a period equal to twice the length of such leave and that, in default of the completion of such service, he/she will refund to the Commonwealth, unless excused therefrom by the Board of Trustees for reasons satisfactory to it, an amount equal to such proportion of the salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of the services agreed to be rendered.

Upon completion of any sabbatical leave the member of the bargaining unit to whom it was granted shall submit to the Vice President for his/her approval an appropriate written summary of the work undertaken and accomplished relative to the purpose or purposes for which the sabbatical leave was granted.

Whenever the Vice President shall require additional information previously not submitted in the aforementioned summary the Vice President shall communicate his/her reasons therefore in writing to said member of the bargaining unit.

The application for and approval of sabbatical leaves shall be done in accordance with the applicable academic personnel calendar attached hereto as Appendix M.

D. APPLICATION AND APPROVAL

Not later than October 1 of each academic year, each member of the bargaining unit who wishes to do so shall submit to his/her Department Chair, the Director of the Library, or Library, Chair (Worcester State College), as may be appropriate, or the Principal of the Campus School, as the case may be, a written proposal setting forth the purposes for which the sabbatical leave is sought.

Thereafter the Department Chair, the Director of the Library, or Library, Chair (Worcester State College), as may be appropriate, or the Principal of the Campus School, as the case may be, shall submit each such application, together with his/her written recommendation, to the Vice President in accordance with the applicable personnel schedule.

The Vice President, after consultation with the Department Chair, the Director of the Library, or Library, Chair
Article XV - Sabbatical Leave

(Worcester State College), as may be appropriate, or the Principal of the Campus School, as the case may be, shall determine which course or courses or other professional duties or services among those that would otherwise be taught or assumed by the member of the bargaining unit are deemed essential to the curriculum of the department or to a program or service at the College.

The Vice President shall further determine whether such course or service or other professional duties or services so deemed essential are able to be taught or assumed by other members of the bargaining unit at the College without creating a workload in excess of that provided for in Article XII of this Agreement.

Thereafter, the Vice President shall submit a written recommendation to the President concerning each such application. He/she shall also transmit the application itself and the recommendation of the Department Chair, Director of the Library, the Chair of the Library or Principal of the Campus School, as the case may be, to the President.

In determining which courses are essential, the President shall ensure that the quality of education to be provided to students shall not be diminished by the granting of any sabbatical leave.

E. FUNDING/IMPLEMENTATION

Whenever the President shall have determined that any essential course, duty, or service cannot be so taught or assumed, the President shall make available any savings that may be realized from the granting of a sabbatical for a full year.

It is expressly understood and agreed that the approval, funding and implementation of every such sabbatical leave is contingent upon the availability of moneys to be used solely for the purpose, to the extent necessary, of employing qualified temporary or part-time personnel to teach such essential courses, assume such essential duties or render such essential services during the absence of any member of the bargaining unit who shall have been granted a sabbatical leave.

Subject to the foregoing provisions of this Article, sabbatical leaves shall be granted by the Board of Trustees, upon the recommendation of the President, or by the President as its designee.

In any case in which a Board of Trustees acts upon the granting of sabbatical leaves, the President shall first transmit to the Board his/her written recommendations in that regard, which recommendation shall contain statements of
Article XV - Sabbatical Leave

his/her reasons for the making of each such recommendation. Whenever the Board shall not have accepted any such recommendation of the President, it shall set forth its reasons therefor fully and completely.

Following the granting of sabbatical leaves, each applicant shall be notified of the decision with respect to his/her application.

F. DEFERRAL

Whenever, for compelling reasons, a unit member is unable to carry out the purposes of his/her sabbatical leave when granted, such unit member may, with the approval of the President of the College, defer the taking of his/her sabbatical leave for a period not to exceed four (4) academic semesters commencing with the first academic semester during which such sabbatical leave would otherwise have been taken.
ARTICLE XVI - ACCESS TO OFFICIAL PERSONNEL FILES

The administration of each College shall maintain an Official Personnel File for each member of the bargaining unit, which shall be kept in a secure place in the custody of the President. Such file shall contain a continuous record of the member of the bargaining unit’s status as an employee of the College. The Official Personnel File shall contain the following:

a. Copies of Official Personnel Correspondence and personnel actions concerning the member of the bargaining unit;

b. Except as is hereinafter provided, all evaluations of the performance of members of the bargaining unit made prior to the effective date of this Agreement and made thereafter pursuant to the provisions of Article VIII hereof; provided only that the record of any student evaluations may be kept in the form of summaries thereof.

c. All recommendations of retention, merit, promotion and tenure made prior to the effective date of this Agreement and all such recommendations made thereafter pursuant to the provisions of Article VIII hereof;

d. An updated official transcript submitted pursuant to the provisions of Article VIII hereof; and

e. An updated copy of the Professional Data Form which may include an individual Comprehensive Personal Resume.

Except as is hereinafter provided, no other materials shall be included therein.

1. All such materials placed in the Official Personnel File of a member of the bargaining unit shall be dated when received, numbered sequentially, and, with effect from and after September 1, 1981, all materials contained in each Official Personnel File shall be logged sequentially.

2. The member of the bargaining unit shall have the right without undue delay to examine his/her Official Personnel File. Under no circumstances shall the Official Personnel File be removed from its place of safekeeping by the member of the bargaining unit, and access to the Official Personnel File shall, where feasible, be only in the presence of someone in authority.

3. The member of the bargaining unit shall have the right to place in his/her Official Personnel File a written statement made in response to materials contained in
his/her Official Personnel File, or which may affect his/her employment status.

4. Upon written request of the individual member of the bargaining unit the College administration shall reproduce without undue delay one (1) copy of such materials.

5. Copies of Official Personnel Correspondence shall be filed at the time they are sent to the member of the bargaining unit.

6. Effective September 1, 1978, evaluations of the member of the bargaining unit made during the 1971-1972 academic year shall be contained in the Official Personnel File, and all evaluations made prior to the said academic year shall be removed from the Official Personnel File and shall be stored as is hereinafter provided. Notwithstanding the foregoing, within sixty (60) days of the commencement of the first day of the seventh (7th) year of employment at the College of each member of the bargaining unit, there shall be removed from the Official Personnel File of each such member of the bargaining unit all evaluations which have been filed therein for a period greater than six (6) years. Thereafter, no evaluations of the member of the bargaining unit which do not cover the prior six (6)-year period shall remain in the Official Personnel File.

The evaluations to be removed from the Official Personnel File shall be placed in a sealed envelope and stored by the administration at the College. Each year thereafter, those evaluations which have been in an Official Personnel File for more than six (6) years shall be similarly removed and placed in the stored envelope.

All evaluations placed in such envelopes in accordance with the provisions of this Article and its predecessors may be examined only in compliance with either of the following conditions:

a. Upon written notice by the President to the member of the bargaining unit, which notice shall contain a statement of the reasons for such examination; or,

b. Upon written notice by the member of the bargaining unit to the President, which notice shall contain a statement of the reasons for such examination.

7. The Official Personnel File shall be available for inspection by the Department Chair, the Director, Library, Library, Chair (Worcester State College), or Library Program Area Chair, as may be appropriate, the Committee on
Tenure, the Vice President, the President, the Board of Trustees and the Coordinating Council acting through the Council of Presidents and, when so authorized in writing by the member of the bargaining unit, by a representative of the Association. An inspection sheet shall be maintained for each Official Personnel File. Whenever any of the foregoing individuals, Committees or Boards inspects the Official Personnel File of a member of the bargaining unit, the name of the individual or individuals conducting such inspection and the date and time thereof shall be noted on the inspection sheet, effective September 1, 1978.

8. Unless required by law or this Agreement, no person or agency other than those described in the preceding paragraph 7 shall be given access to an Official Personnel File without the express written permission of the member of the bargaining unit concerned. Whenever, as required by law or this Agreement, any person or agency (other than the persons and bodies described in the preceding paragraph 7) is given access to an Official Personnel File without the express written permission of the member of the bargaining unit concerned, such member of the bargaining unit shall be given prompt notice thereof.

9. No documentary materials shall be used in connection with the evaluation of any member of the bargaining unit unless such materials are contained in the Official Personnel File of such member of the bargaining unit or have been made a part of his or her evaluation in accordance with the provisions of Article VIII.
ARTICLE XVII - COMPLIANCE WITH BOARD TIME SCHEDULES

Save as is otherwise provided in Section I of Article VII, and in the personnel calendar set forth in Appendix M of this Agreement, the parties agree that any assignment, report, recommendation, or other action of any committee, Department Chair, or member of the bargaining unit provided for in this Agreement shall be completed in compliance with such time schedules as may be established from time to time by the Board or President of a College; provided, however, that whenever the President shall establish any such schedule, he/she shall first consult with the Chapter President regarding such schedule.

Reasonable written notice of time schedules shall be provided by the President of the College to the Chair of the All College Committee, the Chapter President and the President of the Student Government Association. Such notice shall be deemed to be notice to all other committees established in or pursuant to this Agreement, to Department Chairs and to the members of the bargaining unit. In the event that any committee, Department Chair, or member of the bargaining unit having received such written notice, shall not have so completed its or his/her work, the President or the Board, as the case may be, may in his/her or its discretion make such recommendations or take such actions as he/she or it deems appropriate, and the making of such recommendations or the taking of such actions shall not be in violation of the procedures set forth in any provision of this Agreement.
ARTICLE XVIII - NO STRIKE OR LOCK OUT PLEDGE

The Coordinating Council agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Association and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by any member or members of the bargaining unit.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Coordinating Council to seek or pursue any remedy at law or in equity provided by the Laws of the Commonwealth.
ARTICLE XIX - STATUTORY RESPONSIBILITIES OF THE BOARDS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Coordinating Council or the several Boards of Trustees as may be provided by any applicable provision of law. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Coordinating Council or of any of said Boards under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement. Nothing contained in this Agreement shall be deemed to prohibit the Board of Trustees of any College from correcting any salary inequity in accordance with the formula set forth in Appendix A of Article XIII.
ARTICLE XX - APPOINTMENT AND PROMOTION

A. DEFINITIONS

For the purposes of this Article XX, the following words shall have the following meanings:

1. "Librarian" shall mean any member of the bargaining unit who holds the rank of Library Assistant, Library Associate, Assistant Librarian, Associate Librarian, Librarian or Senior Librarian.

2. "Teaching faculty member" shall mean any member of the bargaining unit who holds the rank of Instructor, Assistant Professor, Associate Professor or Professor.

3. "Visiting Professor" shall mean a full-time teaching faculty member appointed at any rank for a single semester or a single academic year in order to fulfill some special academic need or provide some special enhancement to an existing program. Any such appointment may be made pursuant to the first paragraph of Section B of this Article XX.

Contracts for non-tenured faculty and Librarians are term agreements subject to annual renewal after the completion of the established evaluation period.

The provisions of this Article XX shall be of no application to any person holding an appointment to a part-time position in the bargaining unit at a College other than the Massachusetts College of Art.

B. REQUIREMENTS FOR ELIGIBILITY OF TEACHING FACULTY FOR APPOINTMENT AND PROMOTION

Teaching faculty members may be appointed initially at any rank in keeping with the following requirements. These requirements apply to faculty members in the nine State Colleges; they are of no application to Professional Maritime Faculty and adjunct instructors at the Massachusetts Maritime Academy, which are provided for in Article XXXA of this Agreement. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees or the President, as provided in Article VIII, shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the
College, or (b) evidence of a candidate's extraordinary competence in the area of his/her discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

1. Requirements Applicable to Teaching Faculty

Unit members hired who possess a terminal degree effective on or before the date of appointment shall be appointed above the instructor level.

a. Instructor

i. A Master's degree from an accredited institution in the academic or professional discipline to be taught;

ii. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting;

iii. Demonstrated potential to fulfill the applicable evaluation criteria; and

iv. For instructors appointed to teach courses in a professional area, two years of appropriate professional experience.

b. Assistant Professor

i. In the case of any person first appointed to a position as a member of the faculty in a State College prior to September 1, 1988, a Master's degree together with thirty (30) hours of graduate credits from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

ii. In the case of any person first appointed to a position as a member of the faculty in a State College on or after September 1, 1988, a terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

iii. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting; and
iv. In the case of a promotion, meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

c. **Associate Professor**

i. A terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

ii. Six (6) years of full-time experience in teaching, at least three (3) of which must have been at an accredited two-year or four-year College or University; and

iii. In the case of a promotion, not less than three (3) years of full-time employment at the rank of Assistant Professor at an accredited four-year College or University and meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluation conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

d. **Professor**

i. A terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

ii. Eight (8) years of full-time experience in teaching, at least five (5) of which must have been at an accredited two-year or four-year College or University; and

iii. In the case of a promotion, not less than four (4) years of full-time employment at the rank of Associate Professor at an accredited four-year College or University and meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluation conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.
2. Application of the Criteria for Promotion

No member of the faculty shall be a candidate for promotion to any academic rank unless he or she shall have first fulfilled the criteria, including, where appropriate, any applicable criteria set forth in the first paragraph of this Section B, that govern promotion to such rank.

No Board shall impose or use any quotas by rank, and no such quota shall govern the eligibility for promotion of any member of the bargaining unit.

C. Appointment Procedures and Terms for Teaching Faculty

1. Instructors will ordinarily be appointed to successive one-year term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below. Other than a faculty member holding tenure at the rank of Instructor, no one will remain in the rank of Instructor more than five years; prior to the beginning of his/her fifth year, an Instructor will be given written notice that:

   a. He/she is to be promoted to the rank of Assistant Professor at the beginning of the next year; or

   b. He/she is beginning a terminal one-year appointment.

2. Persons initially appointed above the rank of Instructor may be given initial appointment, without tenure, of one, two or three years. Those initially appointed above the rank of Instructor may not be employed beyond six (6) consecutive years as a full-time faculty member without gaining tenure.

3. Subject to the provisions of Article IX, persons initially appointed at the rank of Associate Professor or Professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years as a faculty member, exclusive of a terminal year, without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specific period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing and a copy of the Uniform Letter of Appointment [Appendix N(1) or N(2)] shall be provided to the appointee.
6. Anything in this Agreement to the contrary notwithstanding, the Board may grant to any person, and at any academic rank, an appointment known as a temporary appointment. No such temporary appointment shall be for a period in excess of four (4) consecutive semesters. Every such temporary appointment shall be made in writing and shall terminate on a date that shall be stated therein. Anything in this Agreement to the contrary notwithstanding, such statement of the date of such termination shall be deemed to be due and timely notice of the termination of such appointment, and such termination shall have effect on the date so stated. Anything in this Agreement to the contrary notwithstanding, any person or persons who shall have been granted a temporary appointment pursuant to this provision shall not, during the term of such appointment, be required to be evaluated pursuant to Article VIII of this Agreement; provided, however, that the provisions of Article VIII may be applied to such person if the Board and such person mutually so agree; and provided further that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that have been granted to such person. Notwithstanding the foregoing, every such person or persons who shall have been granted a temporary appointment in excess of one (1) semester in duration, shall be evaluated pursuant to the provisions of Article VIII of this Agreement; provided, however, that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person. No person granted a temporary appointment hereunder shall be eligible to be considered for tenure, and no person who shall have held a temporary appointment hereunder for four consecutive semesters shall be granted either a part-time appointment or another temporary appointment hereunder unless at least two (2) semesters shall have elapsed between the former such appointment and the latter.

Prior to making any temporary appointment hereunder, the Vice President shall meet with the Chapter President for the purpose of discussing the reasons therefor.

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 this paragraph 6 shall be entitled to vote in any election conducted pursuant to the provisions of Article VI or Article VIII of this Agreement.

7. Whenever any member of the bargaining unit, including, for the purposes of this Section (7), any Librarian, shall apply to be a candidate for any vacant position within the
bargaining unit at any Massachusetts State College, such member of the bargaining unit shall be given added consideration as a candidate for such position; provided, however, that such added consideration shall be so given only if such member of the bargaining unit is not, by training and experience, less qualified for such position than the most qualified among all the applicants therefor.

Whenever any member of the bargaining unit, including, for the purposes of this Section (7), any Librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any Massachusetts State College, such person's name shall be included on the list of candidates submitted to the President of such College by any screening or like committee, including any such committee constituted pursuant to Section I of Article VI of this Agreement; provided, however, that such person's name need not be so included unless he/she has the minimum advertised qualifications for the position for which he/she is a candidate; and provided further that nothing in this paragraph shall be deemed to abridge any right conferred by the foregoing paragraph.

Whenever any member of the bargaining unit, having applied as such for a vacant position in the bargaining unit, shall have been appointed to such position, he/she shall retain any such tenure and seniority as he/she shall have had on the date immediately prior to the date of such appointment, and he/she shall retain any and every other such right or benefit as he/she shall have had on such date; and the same shall be retained irrespective of whether such appointment shall have been made at the same or a different State College. No appointment made pursuant to this paragraph shall be deemed to be a transfer for the purposes of Article X of this Agreement.

8. No non-tenured assistant professor shall be a candidate for promotion to the rank of associate professor in any academic year unless he or she is or elects to be a candidate for tenure in such academic year; provided, however, that nothing in this paragraph shall be deemed to obligate any non-tenured assistant professor who is a candidate for tenure in any academic year to be a candidate for promotion to associate professor in such academic year.

Any faculty member who elects to be considered both for promotion to the rank of associate professor and for tenure in any academic year shall be eligible during such academic year to be recommended for both promotion and tenure but shall not be eligible to be recommended for only the one or the other, such that he/she shall be either granted or denied both.
No member of the bargaining unit shall be a candidate for tenure more than once and, if denied tenure on the occasion of such candidacy, shall thereupon be granted a final appointment for the period of the ensuing academic year.

9. Except at the Massachusetts College of Art, not more than fifteen percent (15%) of an academic department’s total number of three (3) credit courses and Sections shall be taught by part-time employees during an academic year.

At the Massachusetts College of Art, not more than twenty percent (20%) of the total number of three (3) credit courses taught in departments with six (6) or more full-time faculty shall be taught by part-time employees during an academic year.

Not included in the foregoing are courses or Sections taught by part-time employees hired to replace unit members on sabbatical leave of absence, on unpaid leave of absence, on reduced teaching loads for the purposes of alternative professional responsibilities or association release time, or any other contractual released time, or any unforeseen emergency.

This Section shall be of application only to departments with six (6) or more full-time members.

D. REQUIREMENTS FOR ELIGIBILITY OF LIBRARIANS FOR APPOINTMENT AND PROMOTION

Librarians may be appointed initially at any rank in keeping with the following requirements; provided only that no appointment shall be made at the rank of Library Assistant after the date of execution of this Agreement. For sound academic reasons, exceptions to these requirements may be made in certain specialized areas and under rare and extraordinary circumstances by the Board of Trustees.

1. Library Assistant

   a. A baccalaureate degree from an accredited institution in an academic or professional discipline that forms a part of the curriculum of the College at which such appointment is to be made; and

   b. Demonstrated potential to fulfill the applicable performance criteria.

2. Library Associate

   a. The degree of Master of Library Science from an institution accredited to grant such degrees by the
American Library Association; or, for certain specialized professional activities within the Library, a Master's Degree, from an institution accredited to grant such degrees, in a discipline directly related to such a specialized professional activity;

b. Evidence of the potential for a successful career in librarianship at an academic or research library; and

c. Demonstrated potential to fulfill the applicable performance criteria.

3. Assistant Librarian

a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association;

b. Three (3) years of full-time experience as a librarian and a fully demonstrated professional competence as a librarian in an academic or research library; and

c. In the case of promotion, meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

4. Associate Librarian

a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association;

b. Seven (7) years of full-time experience as a librarian, at least three (3) of which must have been at an academic or research library; and

c. In the case of promotion, not less than three (3) years of full-time employment at the rank of Assistant Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.
5. **Librarian**
   a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association; and a second subject Master's degree from an accredited institution;
   
   b. Ten (10) years of full-time experience as a librarian, at least four (4) of which must have been at an academic or research library; and
   
   c. In the case of promotion, not less than four (4) years of full-time employment at the rank of Associate Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

6. **Senior Librarian**
   a. (i) The degree of Doctor of Library Science from an institution accredited at the level of such degree; or
   
   (ii) An appropriate doctorate other than the degree of Doctor of Library Science from an institution accredited at the level of such degree, and the degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association; or
   
   (iii) The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association and a second Master's Degree from an institution accredited at the level of such degree; and
   
   b. Twelve (12) years of full-time experience as a librarian, at least six (6) of which must have been at an academic or research library; and
   
   c. In the case of promotion, not less than five (5) years of full-time employment at the rank of Librarian and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.
No librarian shall be a candidate for promotion to any of the foregoing ranks unless he or she shall have first fulfilled the criteria that govern promotion to such rank.

E. APPOINTMENT PROCEDURES AND TERMS FOR LIBRARIANS

1. Non-tenured librarians will be appointed pursuant to the issuance of successive term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below.

2. Every person appointed as a Library Associate shall ordinarily be appointed pursuant to the issuance of successive one (1) year contracts. No such person shall remain in the rank of Library Associate for more than five (5) years. Prior to the beginning of his/her fifth year, a Library Associate will be given written notice that:

a. He/she is to be promoted to the rank of Assistant Librarian at the beginning of his/her next year of service, or

b. He/she is beginning a terminal one (1) year appointment.

The provisions of this Section (2) shall not be of application to any Library Associate who elected, pursuant to the provisions of Section C of Article IX of the agreement made between the Board of Trustees of State Colleges and the Association and dated November 6, 1978, not to be eligible to be considered for tenure.

3. Any Librarian who has served for more than five (5) consecutive years as a full-time librarian at any rank may thereafter be given appointments of one, two, three, four or five years; provided, however, that without limiting the foregoing, any librarian initially appointed at a rank other than the rank of Library Assistant may be given an initial appointment and successive appointments of one, two or three years.

4. Precise conditions of employment shall be stated in writing and a copy of the Uniform Letter of Appointment [Appendix N(3) and N(4)] shall be provided to the appointee.

F. NOTICE OF NON-RENEWAL

Due notice of an intention not to renew the appointments of librarians and of non-tenured faculty shall be given as follows:

1. Termination after the first year:
   Notification by March 15 of the first year.
2. Termination after the second year: 
   Notification by January 15 of the second year.

3. Termination after three or more years: 
   Notification by September 1 of the final year.

G. ELIGIBILITY FOR PROMOTION

1. Eligibility for promotion shall be based on:
   a. Fulfillment of the minimum requirements set forth 
      by rank in Sections B and D above;
   b. Meritorious performance as demonstrated by the 
      annual evaluations of all teaching faculty and 
      librarians; and
   c. Recommendations made in accordance with the 
      procedures contained in Article VIII.

2. Promotions of teaching faculty and Librarians shall 
   take effect on September 1 of each year.

H. MISCELLANEOUS PROVISIONS

1. When, pursuant to Section F above, notice is given to 
   any teaching faculty member or to any Librarian that 
   his/her contract is not to be renewed, a statement shall be 
   given to him/her setting forth the reasons for such 
   non-renewal. Under no circumstances, however, shall either 
   (1) a notice of non-renewal of contract or (2) a statement 
   setting forth the reasons therefor be so given without the 
   prior approval of the Board of Trustees.

2. All professional appointments to the libraries shall 
   be on a twelve (12)-month basis, effective July 1, 1971; 
   provided, however, that any librarian who is a member of 
   the bargaining unit and who is employed under the terms of 
   an annual ten (10)-month contract on the date of execution 
   of this Agreement shall continue to be so employed from and 
   after such date subject to the following: with the 
   approval of the President, any such librarian may, within 
   ninety (90) days after the date of execution of this 
   Agreement, elect to be employed under the terms of an 
   annual twelve (12)-month contract; provided that whenever 
   any such librarian shall have so elected, the then-current 
   base salary rate of such librarian shall be increased in an 
   amount equal to twenty percentum (20%) thereof. All 
   librarians who hold tenure on the effective date of this 
   Agreement shall retain such tenure subject to the 
   provisions of Article IX of this Agreement.
3. All members of the bargaining unit who are employed as Campus School Teachers shall have faculty rank.

I. TERMINATION OF A NON-TENURED FACULTY MEMBER OR LIBRARIAN

Whenever any non-tenured faculty member or librarian is terminated during the term of a term contract of employment, he/she shall first be accorded the following rights:

1. The Board shall give notice to such person that the President has recommended his/her termination; such notice shall set forth the reasons for which the termination has been recommended.

2. Thereafter, at the written request of the person so notified, an informal hearing shall be conducted not sooner than five (5) days following the date on which such notice shall have been received by such person. Any such informal hearing shall be conducted by and before a hearing officer designated by the Board. The person whose termination has been recommended may be represented by a representative of the Association.

3. Thereafter, the hearing officer shall submit a written report to the Board setting forth any findings of fact and his/her own recommendation, together with the reasons therefor, regarding the disposition of the recommendation of termination.

4. As soon as may be practicable thereafter, the Board shall make such final decision in respect thereof as it deems appropriate.

5. The provisions of this Section I shall be deemed to be of application to any librarian who, in accordance with the provisions of Section J, is terminable only for just cause; provided, however, that nothing herein contained shall be deemed to diminish the right of any such librarian to be terminated only for just cause.

J. TERMINATION OF CERTAIN LIBRARIANS ONLY FOR JUST CAUSE

Any librarian who, in accordance with the provisions of Section C of Article IX of the agreement made between the Board of Trustees of State Colleges and the Association and dated November 6, 1978, elected not to be eligible for tenure shall be terminable only for just cause. For the purposes of this Section J, the phrase "just cause" shall not be confined in its meaning to the meaning ascribed to it in Article IX of this Agreement. Any such librarian shall be subject to termination only in accordance with the procedures set forth in the foregoing Section I.
Article XX - Appointment and Promotion

The provisions of this Section J shall be of application to any such librarian only from and after the date on which such librarian shall have completed five (5) consecutive years of service at one or more of the State Colleges, whether or not such service commenced before or after the date of execution of this Agreement.

K. TERMINATION OF CERTAIN PART-TIME UNIT MEMBERS ONLY FOR JUST CAUSE

Any part-time faculty unit member who has served as such at the Massachusetts College of Art and who has held a continuous appointment there of one half-time or more for a pro-rata period equivalent to six consecutive years of full-time service shall be terminable only for just cause as defined in Article IX of this Agreement; provided that any such faculty member shall be reviewed during the pro-rata fifth year by the Departmental Peer Evaluation Committee and the Department Chair with recommendations submitted to the Vice President for continued appointment. Evaluation materials for this review shall consist of student evaluations, an updated resume, course documents, and an updated portfolio. Any such part-time faculty member shall be subject to termination only in accordance with the procedural provisions provided in Section J of this Article.

L. REVIEW BY CHANCELLOR UPON TERMINATION FOR JUST CAUSE

Notwithstanding any other provision of this Agreement, any member of the bargaining unit who shall have been terminated for just cause pursuant to Sections I, J or K of this Article XX may, in addition to the remedies provided in Article XI, request that the Chancellor of the Coordinating Council review the decision to terminate his/her employment. In order to initiate such review, the member of the bargaining unit shall address a written request therefor to the Chancellor within fourteen (14) days following his/her having been notified of his/her termination. Such request shall set forth a complete statement of the reasons for which he/she believes that the termination was made without just cause. A copy of such notice shall be provided promptly by such unit member to the President of the Association, the President of the College and the Committee on Employee Relations. The Chancellor may within fourteen (14) calendar days of the receipt of such notice reinstate the unit member upon a finding that such termination was made without just cause. The Chancellor shall do so by notice in writing to the unit member which shall set forth his/her findings fully and completely. In the event of such notice by the Chancellor, copies shall be provided to the President of the Association, the President of the College and the Committee on Employee Relations.
ARTICLE XX-A - APPOINTMENT AND PROMOTION, MASSACHUSETTS MARITIME ACADEMY

A. REQUIREMENTS FOR ELIGIBILITY OF PROFESSIONAL MARITIME FACULTY AND ADJUNCT INSTRUCTORS FOR APPOINTMENT AND PROMOTION AT THE MASSACHUSETTS MARITIME ACADEMY

Professional Maritime Faculty and adjunct instructors at the Massachusetts Maritime Academy may, in the alternative to the requirements prescribed at Section B(1) of Article XX of the Agreement, be initially appointed at, or promoted to, any rank in keeping with the following requirements. For sound academic reasons, exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees or the President as its designee. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the College, or (b) evidence of a candidate's extraordinary competence in the area of his/her discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

1. Adjunct Instructor

   a. 1) An associate's degree from an accredited institution; or

   2) Journeyman-level competence in a specialized field; or

   3) Journeyman-level competence in the marine field; and

   b. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting; and

   c. Demonstrated potential to fulfill the applicable evaluation criteria.

2. Instructor

For persons first employed prior to July 1, 1995:

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Article XX-A - Appointment and Promotion, Massachusetts Maritime Academy

a. 1) A Second License and a bachelor of science degree from an accredited institution; or

2) A third License and a master's degree from an accredited institution; or

3) Twenty (20) years of full-time service in the Merchant Marine, not less than ten (10) of which have been sea service on a United States Coast Guard License; and

b. Two (2) years of full-time experience in teaching or professional service in the maritime field;

c. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting; and

d. Demonstrated potential to fulfill the applicable evaluation criteria.

For persons first employed after June 30, 1995:

a. A bachelor's degree in an appropriate field from an institution accredited at the level of such degree;

b. A Second License;

c. At least three (3) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof);

d. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting; and

e. Demonstrated potential to fulfill the applicable evaluation criteria.

3. Assistant Professor

For persons first employed prior to July 1, 1995:

a. 1) A Second License, a bachelor of science degree from an accredited institution and acceptable graduate study; or

2) A Second License, a bachelor of science degree from an accredited institution and significant experience in the maritime field; or
3) A First License, a bachelor of science degree from an accredited institution and acceptable graduate study; or

4) A Top License and a bachelor of science degree from an accredited institution; or

5) Twenty (20) years of full-time service in the Merchant Marine, not less than fifteen (15) years of which have been sea service on a United States Coast Guard License; and

b. Three (3) years of full-time experience in teaching or professional service in the maritime field;

c. In the case of a promotion, meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

For persons first employed after June 30, 1995:

a. A Master's degree in an appropriate field from an institution accredited at the level of such degree;

b. A First License;

c. At least three (3) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof);

d. In the case of a promotion, meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

4. Associate Professor

For persons first employed prior to July 1, 1995:

a. 1) A Second License, a master's degree from an accredited institution and acceptable graduate study; or

2) A First License and a master's degree from an accredited institution; or
3) A First License, a bachelor of science degree from an accredited institution and significant experience in the maritime field; or

4) Twenty-five (25) years of full-time service in the Merchant Marine, not less than ten (10) years of which have been sea service on a United States Coast Guard License; or

5) Service on a Top License and a bachelor of science degree from an accredited institution;

b. Six (6) years of full-time experience in teaching or professional service in the maritime field; and

c. In the case of a promotion, not less than three (3) years of full-time employment at the rank of Assistant Professor at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

For persons first employed after June 30, 1995:

a. A Master's degree in an appropriate field from an institution accredited at the level of such degree;

b. A Top License;

c. At least eight (8) years of full-time experience in teaching at an accredited institution of higher learning or in professional service in the maritime field (or a combination thereof); and

d. In the case of a promotion, not less than three (3) years of full-time employment at the rank of Assistant Professor at an accredited four-year college or university and meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

5. Professor

For persons first employed prior to July 1, 1995:

1) A First License, a master's degree from an accredited institution and acceptable graduate study; or
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Maritime Academy

2) Service on a Top License, a bachelor of science
degree from an accredited institution and acceptable
graduate study; or

3) Twenty-five (25) years of full-time service in
the Merchant Marine, fifteen (15) of which have been
service on a United States Coast Guard Top License; or

4) A Top License and a master's degree from an
accredited institution;

b. Eight (8) years of full-time experience in teaching or
professional service in the maritime field; and

c. In the case of a promotion, not less than four (4)
years of full-time employment at the rank of Associate
Professor at an accredited four-year college or university
and meritorious performance as demonstrated by the
candidate's annual evaluations conducted in accordance with
the provisions of Article VIII of this Agreement and by
such evaluations conducted in accordance with any
procedures in effect prior to the date of execution of this
Agreement.

For persons first employed after June 30, 1995:

a. A Master's degree in an appropriate field from an
institution accredited at the level of such degree;

b. A Top License;

c. At least ten (10) years of full-time experience
in teaching at an accredited institution of higher
learning or in professional service in the maritime
field (or a combination thereof); and

d. In the case of a promotion, not less than four
(4) years of full-time employment at the rank of
Associate Professor at an accredited four-year college
or university and meritorious performance as
demonstrated by the candidate's annual evaluations
conducted in accordance with the provisions of Article
VIII of this Agreement and by such evaluations
conducted in accordance with any procedures in effect
prior to the date of execution of this Agreement.

Those of the foregoing criteria that are of application
only to persons first employed prior to July 1, 1995, shall be
of application to them only for the purpose, in the case of
each of them, of establishing his or her eligibility for
promotion to the rank next higher than the rank he or she holds
on such date and not otherwise.

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B. DEFINITIONS

For the purposes of the foregoing provisions of this Article XX-A, the following definitions shall apply:

1. **Top License.** A Top License shall mean a Master's or a Chief Marine Engineer's license.

2. **Engineer Officer's License** (Chief; First, Second or Third Engineer). A marine license issued by the United States Coast Guard that has no restrictions as to the waters upon which the engineer may serve, nor subject to any horsepower limitations.

3. **Deck Officer's License** (Master; First, Second, Third Mate). A marine license issued by the United States Coast Guard for service as a master or mate on ocean vessels, which qualifies the licensee to serve in the same grade on any waters and on any tonnage vessel.

C. **APPLICATION**

Except as provided in this Article XX-A, the provisions of Article XX, which are of application to teaching faculty, shall also be of application to all Professional Maritime Faculty and adjunct instructors at the Massachusetts Maritime Academy.
ARTICLE XXI - DURATION AND EXTENT

A. DURATION

This Agreement shall be in full force and effect from and after July 1, 1995; provided, however, that nothing herein contained shall be deemed to impose on the Coordinating Council any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Coordinating Council pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the College; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated, and the Coordinating Council shall have moneys allocable to the discharge of any obligation herein contained and any such moneys shall, at the sole discretion of the Coordinating Council, have been so allocated, such obligation shall be discharged in such measure as such moneys so allocated permit.

If, in respect of this Agreement,

a. The Governor shall have failed to recommend that the General Court appropriate all the moneys requested by the Coordinating Council to fund the incremental cost items of this Agreement, all as is provided in General Laws Chapter 150E, Section 7, as amended; or

b. The Governor shall have otherwise failed to approve such request of the Coordinating Council in accordance with the provision of any other law; or

c. The General Court shall have failed, on or before December 31, 1995, to appropriate the moneys so recommended and so requested, whether pursuant to the provisions of the said Section 7 or otherwise;

d. The moneys so requested or approved and so appropriated shall not have been allocated to the appropriate accounts of each College by January 31, 1996,

the Association shall have the right, upon thirty (30) days' written notice to the Coordinating Council, to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws Chapter 150E; provided, however, that whenever such notice shall have been duly given, the cost items contained in this Agreement for
which an appropriation has been requested, shall be null and void and shall be of no force and effect from and after the date on which such notice shall have effect.

This Agreement shall expire at midnight on June 30, 1998. Either party may give notice to the other requiring commencement of negotiations for a successor agreement not sooner than January 15, 1998, and upon such notice the parties shall commence such negotiations not later than March 30, 1998.

If an agreement shall not have been reached by June 30, 1998, this Agreement shall continue in full force and effect until the fifth (5th) day following receipt of written notice given by either party to the other of its intention to terminate this Agreement. Notice to the Association shall be given to the President of the Association. Notice to the Coordinating Council shall be given to the Chair of the Council of Presidents.

B. EXTENT

The Coordinating Council and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Coordinating Council and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any term or condition of this Agreement; nor shall any duty or responsibility not required or permitted as of the date of execution of this Agreement be added to the workload or be assigned to any unit member without prior consultation with the Chapter President and negotiation with the Association, if so requested by the President of the Association.

Nothing in this provision shall be deemed to prohibit the parties to this Agreement from conducting negotiations during the term thereof regarding the impact on the terms and conditions of service of any member or members of the bargaining unit caused by any decision of the Coordinating Council or its successor in interest or by the enactment of law to close any College or to merge any College with any other educational institution.

The parties expressly agree that the provisions of this Section B are not intended, nor are they to be deemed, to vest
in the Association any right to initiate negotiations concerning any matter, except as hereinbefore provided; nor are they to be construed to be a maintenance of standards clause grandfathering all past practice.

C. COST ITEMS AND APPROPRIATION

1. The cost items contained in this Agreement are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated in accordance with law to the accounts of the several State Colleges, in which case the cost items shall be effective on the dates provided in this Agreement.

2. All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract unit members, support funds must be available in the specific Institute, Grant or Contract budget for the fiscal year in which payment must be made.

3. The Coordinating Council shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional, specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

D. PRIOR AGREEMENT

The parties agree that there is no outstanding obligation for moneys not previously disbursed for in-service or merit recognition, bonuses, stipends, distinguished service awards or career training awards contracted under any prior Agreement.
ARTICLE XXII - AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay or, by payroll deduction, shall have paid to the Association an agency service fee that shall be in an amount not greater than such amount as is permitted by law; provided, however, that no such payment or deduction shall include any amount that represents a cost not related to collective bargaining and contract administration, all as is required by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such Rules and Regulations have been promulgated, and as they may be amended from time to time, by the Labor Relations Commission. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction as so authorized pursuant to an Agency Service Fee Deduction Authorization as set forth in Appendix K of this Agreement; provided, however that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding, every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board with effect no later than the end of the semester during which the Board shall have acted to dismiss him/her in accordance with the provisions of this Article XXII; provided, however, that such dismissal shall be effected by notice promptly issued by the Board to such unit member within fourteen (14) days after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. Such notice shall be sent by registered mail, return receipt requested, and shall given such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board shall grant such unit member such opportunity to respond to such notice as the Board may from time to time prescribe for the purposes of this provision.

Upon request of the Board, the Association President shall certify in writing that the Association has complied with the applicable rules and regulations promulgated by the Massachusetts Labor Relations Commission for the payment of an agency service fee.

Whenever such unit member shall not have fulfilled the condition within the prescribed time periods provided above,
Article XXII - Agency Service Fee

the Board shall act to dismiss him/her following the expiration of the time period provided above; provided, however, that the Board need not so act if such unit member fulfills said condition prior to the date of such meeting.

Copies of all correspondence between the Board or its agents and the unit member shall be simultaneously forwarded to the President of the Association.

The provisions of Article XX, Section (L) shall not be of application to this Article.

Any Board or any person or body authorized to act on its behalf shall, when complying with the provisions of this Article, be indemnified by the Association from any action which may arise, when such person or body so authorized relies upon the written certification of the President of the Association that it has complied with the applicable regulations of the Labor Relations Commission governing the payment of an agency service fee.

Any other provisions of this Agreement to the contrary notwithstanding, part-time unit members who are not also members of the Association are required to pay an Agency Service Fee.
ARTICLE XXIII - DEDUCTION

Subject to the requirements of law and upon not less than sixty (60) days prior written notice to the President, there shall be deducted from the monthly salary of any unit member the amount of money specified in such notice for contributions to the Voice of Teachers for Education ("VOTE"). Any written authorization may be withdrawn by the unit member by submitting a written notice of withdrawal to the President of the College and the treasurer of the VOTE sixty (60) days in advance of the desired cessation of payroll deduction. Every such notice, including any notice of withdrawal, shall be given on the form appended hereto as Appendix L.

The provisions of this Article XXIII shall be of no application to any person holding an appointment to a part-time position in the bargaining unit.
ARTICLE XXIV - SUCCESSORS AND ASSIGNS

To the extent that the same is permitted by law, any successor in interest to the Coordinating Council or to any Board of Trustees shall be bound by and shall assume all the rights, duties and obligations of said Council or Board as if such successor in interest were a named party and signatory to this Agreement.
ARTICLE XXV - SAVINGS CLAUSE

If it shall have been adjudicated that any of the provisions of this Agreement in any manner conflict with or contravene any Federal Law or Statute, any Law or Statute of the Commonwealth of Massachusetts or any rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

Upon request of either party, the parties shall meet not later than ten (10) days following such adjudication for the purpose of negotiating with respect to the provision or provisions so deemed invalid.

This Agreement executed as of this 1st day of July, 1995.

HIGHER EDUCATION COORDINATING COUNCIL

By: [Signature]
Chancellor, Higher Education Coordinating Council

By: [Signature]
Director of Employee Relations, Higher Education Coordinating Council

By: [Signature]
Chair, Council of Presidents

MASSACHUSETTS TEACHERS ASSOCIATION/NEA

By: [Signature]
Massachusetts Teachers Association/NEA

By: [Signature]
President, Massachusetts State College Association

By: [Signature]
Chair, Massachusetts State College Association Bargaining Committee
APPENDIX A-1

PROFESSIONAL ACTIVITIES AND RESPONSIBILITIES: FACULTY

(INCLUDING PROFESSIONAL MARITIME FACULTY AND CAMPUS SCHOOL TEACHERS)

NAME:

DIRECTIONS:

Check off within categories I and II the activity or activities in which you have engaged and provide supportive materials evidencing them.

Category I CONTINUING SCHOLARSHIP (Check at least one)

- Contribution to the content of the discipline.
- Participation in or contribution to professional organizations and societies.
- Research as demonstrated by published or unpublished work.
- Artistic of other creative activities (where applicable).
- Work toward the terminal degree or relevant post graduate study.
- Other (Explain).

Category II PROFESSIONAL ACTIVITIES (Check at least one)

- Public service.
- Contributions to the professional growth and development of the College community.
- Other (Explain).

Category III ALTERNATIVE ASSIGNMENTS (If applicable)

- Chair
- Counseling Center
- Article XII, Section D, Alternative Professional Responsibilities Assignment
- Article XIV Professional Development program
- Other (Explain)

Indicate the total number of credit hours of alternative assignment(s): ______

I have engaged in the activities indicated above and have provided supportive materials evidencing them.

Signature of Faculty Member               Date
PROFESSIONAL ACTIVITIES AND RESPONSIBILITIES: LIBRARIAN

NAME: ____________________________

DIRECTIONS: *

Check off within categories I and II the activity or activities in which you have engaged and provide supportive materials evidencing them.

Category I CONTINUING SCHOLARSHIP (Check at least one)

- Contribution to the content and pedagogy of the discipline through the development of library programs or library services.
- Participation in or contribution to professional organizations and societies.
- Research as demonstrated by published or unpublished work.
- Artistic or other creative activities (where applicable).
- Work toward the terminal degree or relevant post graduate study.
- Other (Explain).

Category II PROFESSIONAL ACTIVITIES (Check at least one)

- Public service.
- Contributions to the professional growth and development of the College community.
- Other (Explain).

Category III ALTERNATIVE ASSIGNMENTS (If applicable)

- Article XII, Section D, Alternative Professional Responsibilities assignment
- Article XIV Professional Development program
- Other (Explain)

I have engaged in the activities indicated above and have provided supportive materials evidencing them.

Signature of Librarian ____________________________ Date ______

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APPENDIX B

COMPREHENSIVE RESUME

Faculty Member_________________ College_________________

Campus School Teacher__________________________________________

Librarian_________________ Date_______________________________

Use this checklist to indicate what materials are included with this resume.

_____1. Official transcripts of additional course work completed since the last evaluation.

_____2. Progress reports from authorities supervising or directing advanced study (when appropriate).


_____4. Documentation of other professional activities.

This form must be attached to an updated comprehensive resume.

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APPENDIX C-1

STUDENT EVALUATIONS: PROCEDURES

As provided in Article VIII, Section D(1)(a), the Department Chair shall obtain student evaluations of all courses before the end of each academic semester. Such evaluations shall include all sections of every type of course for all non-tenured unit members and one section of each type of course for tenured unit members (unless the tenured unit member, the Department Chair or the Vice President has requested that additional courses or sections taught by such tenured unit member be evaluated).

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No unit member shall administer forms to his/her own classes. They shall be administered by the Department Chair or his/her designee at a time arranged with the faculty member concerned.

b. The unit member administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not appropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The unit member administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him/her by students.

d. The faculty member shall not be present during the evaluation process.

e. The unit member administering the evaluation forms shall deliver them to the Chair of the Department, who shall transmit them to the Vice President. They shall not be made available to the faculty member until after he or she has submitted final grades for his/her classes.
**IDEA**

**SURVEY FORM -- STUDENT REACTIONS TO INSTRUCTION AND COURSES**

**NOT FOR USE**

Your thoughtful answers to these questions will provide helpful information to your instructor.

Describe the frequency of your instructor's teaching procedures, using the following code:


---

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The Instructor:

1. 2. 3. 4. 5. Promoted teacher-student discussion (as opposed to mere responses to questions).
2. 3. 4. 5. Found ways to help students answer their own questions.
3. 4. 5. Encouraged students to express themselves freely and openly.
4. 5. Seemed enthusiastic about the subject matter.
5. 6. Changed approaches to meet new situations.
6. 7. Gave examinations which stressed unnecessary memorization.
7. 8. Spoke with expressiveness and variety in tone of voice.
8. 9. Demonstrated the importance and significance of the subject matter.
9. 10. Made presentations which were dry and dull.
10. 11. Made it clear how each topic fit into the course.
11. 12. Explained the reasons for criticisms of students' academic performance.
12. 13. Gave examination questions which were unclear.
13. 14. Encouraged student comments even when they turned out to be incorrect or irrelevant.
14. 15. Summarized material in a manner which aided retention.
15. 16. Stimulated students to intellectual effort beyond that required by most courses.
16. 17. Clearly stated the objectives of the course.
17. 18. Explained course material clearly, and explanations were to the point.
18. 19. Related course material to real life situations.
19. 20. Gave examination questions which were reasonably detailed (picky).
20. 21. Introduced stimulating ideas about the subject.

---

On each of the objectives listed below, rate the progress you have made in this course compared with that made in other courses you have taken at this college or university.

In this course my progress was:

1. Low (lowest 10 percent of courses I have taken here)
2. Low Average (next 20 percent of courses)
3. Average (middle 40 percent of courses)
4. High Average (next 20 percent of courses)
5. High (highest 10 percent of courses)

---

Progress on:

22. Learning fundamental principles, generalizations, or theories.
23. Learning to apply course material to improve rational thinking, problem-solving and decision making.
24. Developing specific skills, competencies and points of view needed by professionals in the field most closely related to this course.
25. Learning how professionals in this field go about the process of gaining new knowledge.
26. Developing creative capacities.
27. Developing a sense of personal responsibility (self-reliance, self-discipline).
28. Gaining a broader understanding and appreciation of intellectual-cultural activity (music, science, literature, etc.).
29. Developing skill in expressing myself orally or in writing.
30. Discovering the implications of the course material for understanding myself, interests, talents, values, etc.

**SOURCE:** Center for Faculty Evaluation and Development, Kansas State University
On the next four questions, compare this course with others you have taken at this institution, using the following code:

1. Much Less than Most Courses
2. Less than Most
3. About Average
4. More than Most
5. Much More than Most

The Course:
31. ( ) ( ) ( ) ( ) Amount of reading.
32. ( ) ( ) ( ) ( ) Amount of work in other (non-reading) assignments.
33. ( ) ( ) ( ) ( ) Difficulty of subject matter.
34. ( ) ( ) ( ) ( ) Degree to which the course hang together (various topics and class activities were related to each other).

Describe your attitudes toward and behavior in this course, using the following code:
1. Definitely False
2. More False than True
3. In Between
4. More True than False
5. Definitely True

Self-rating:
35. ( ) ( ) ( ) ( ) I worked harder on this course than on most courses I have taken.
36. ( ) ( ) ( ) ( ) I had a strong desire to take this course.
37. ( ) ( ) ( ) ( ) I would like to take another course from this instructor.
38. ( ) ( ) ( ) ( ) As a result of taking this course, I have more positive feelings toward this field of study.
39. ( ) ( ) ( ) ( ) Leave this space blank. Conclude with question A.

For the following questions, A-G, indicate how descriptive each statement is by blackening the proper space.

1. Definitely False
2. More False than True
3. In Between
4. More True than False
5. Definitely True

A. ( ) ( ) ( ) ( ) The instructor gave tests, projects, etc. that covered IMPORTANT POINTS of the course.
B. ( ) ( ) ( ) ( ) The instructor gave projects, tests, or assignments that required ORIGINAL OR CREATIVE THINKING.
C. ( ) ( ) ( ) ( ) I really wanted to take a course FROM THIS INSTRUCTOR.
D. ( ) ( ) ( ) ( ) I really wanted to take this course REGARDLESS OF WHO TAUGHT IT.
E. ( ) ( ) ( ) ( ) Overall, I rate this INSTRUCTOR as an excellent teacher.
F. ( ) ( ) ( ) ( ) Overall, I rate this an excellent COURSE.
G. ( ) ( ) ( ) ( ) Overall, I LEARNED A GREAT DEAL in this course.

EXTRA QUESTIONS:
If your instructor has extra questions, answer them in the space designated below (questions 40-64).

40. ( ) ( ) ( ) ( ) ( )
41. ( ) ( ) ( ) ( ) ( )
42. ( ) ( ) ( ) ( ) ( )
43. ( ) ( ) ( ) ( ) ( )
44. ( ) ( ) ( ) ( ) ( )
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60. ( ) ( ) ( ) ( ) ( )
61. ( ) ( ) ( ) ( ) ( )
62. ( ) ( ) ( ) ( ) ( )
63. ( ) ( ) ( ) ( ) ( )
64. ( ) ( ) ( ) ( ) ( )

Your comments are invited on how the instructor might improve this course or teaching procedures.
Use the space below for comments (unless otherwise directed.)
Note: Your written comments will be returned to the instructor. You may want to PRINT to protect your anonymity.
IMPORTANT INSTRUCTIONS

- All mark coding must be complete and accurate. Mark each circle completely.
  Examples: Proper Marks ● ● ● ● ● ● ● Improper Marks ○ ○ ○ ○ ○ ○ ○ APPENDIX C-3
- Do not make two marks in the same horizontal row.
- To correct a mistake, erase marked information completely and re-code.
- Stray marks or writing on either side of this form (except where required) will invalidate your responses on this survey form.

SAMPLE

Institution: Instructor: NOT FOR USE
Course No.: Time and Days Class Meets:

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SHORT FORM -- STUDENT REACTIONS TO INSTRUCTION AND COURSES

For questions 1-10, use the following code.
In this course, my progress was:
L - Low (Lowest 10 percent of courses taken here)
LA - Low Average (Next 20 percent of courses)
A - Average (Middle 40 percent of courses)
HA - High Average (Next 20 percent of courses)
H - High (Highest 10 percent of courses)

1. L A A A A  Learning factual knowledge (terminology, methods, classifications, trends).
2. L A A A A  Learning fundamental principles, theories, or generalizations.
3. L A A A A  Learning to apply course material in new decision making, rational thinking, problem solving.
4. L A A A A  Developing specific skills, points of view, and competencies needed by professionals in the field most closely related to this course.
5. L A A A A  Learning how professionals in this field go about the process of gaining new knowledge.
6. L A A A A  Developing creative capacities.
8. L A A A A  Gaining a broader understanding and appreciation of intellectual-cultural activity (music, science, literature, etc.).
9. L A A A A  Developing skill in expressing myself orally or in writing.
10. L A A A A  Discovering the implications of the course material for understanding myself (interests, values, talents, etc.).

For questions 11-14, use the following code.
DF - Definitely False
F - More False than True
IB - In Between
T - More True than False
DT - Definitely True

11. L A A A A  Before enrolling, I had a strong desire to take this course.
12. L A A A A  I would like to take another course from this instructor.
13. L A A A A  As a result of taking this course, I have more positive feelings toward this field of study.
14. L A A A A  Overall, I rate this instructor a good teacher.

SOURCE: Center for Faculty Evaluation and Development,
Kansas State University

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APPENDIX D-1

CLASSROOM VISITATION FORM

Faculty Member's Name

College

Date of Visitation  Dept.

Tenured  Non-Tenured

For each item, respond by marking the space under the appropriate category of the key. Mark your response in INK.

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The instructor seemed to be concerned with whether the students learned the material.</td>
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</tr>
<tr>
<td>2. The instructor encouraged students to express opinions.</td>
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<tr>
<td>3. The instructor appeared receptive to new ideas and others' viewpoints.</td>
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<tr>
<td>4. The student had an opportunity to ask questions.</td>
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</tr>
<tr>
<td></td>
<td>SA</td>
<td>A</td>
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<tr>
<td>5. The instructor generally stimulated class discussion.</td>
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<tr>
<td>6. The instructor attempted to cover too much material.</td>
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<tr>
<td>7. The instructor appeared to relate the course concepts in a systematic manner.</td>
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</tr>
<tr>
<td>8. The class was well organized.</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS (OPTIONAL)**

---

Name of Evaluator __________________________ Signature __________________________ Date ____________

This is to certify that I have read this document.

Name of Faculty Member __________________________ Signature __________________________ Date ____________
APPENDIX D-2(a)

DEPARTMENT CHAIR OR Peer EVALUATION COMMITTEE

EVALUATION OF FACULTY MEMBER

Name________________________________ Department_________________________

Date of Last Evaluation_________ College______________________________

Date of This Evaluation________

Personnel Action Being Considered_____________________________________

DIRECTIONS:

Evaluate each faculty member on items A through D (include E and F where applicable).

CRITERIA:

A. Teaching Effectiveness (Article VIII, §A(1)(a)(i))

B. Academic Advising (Article VIII, §A(1)(a)(ii); and Article XII, §A(3))

C. Continuing Scholarship (Article VIII, §A(1)(b)(i))

D. Other Professional Activities (Article VIII, §A(1)(b)(ii))
E. Alternative Responsibilities (Article VIII, §A(1)(b)(iii); Article XII, §D; and Article XIV)

F. Activities Required of Professional Maritime Faculty (Article VIII-A, §B; and Article XII-A, §A(1))

1. Achievements in the individual's specialized field

2. Maintenance of a proper uniform

3. Contribution to maritime training and shipboard operations

Signature of Department Chair or Committee Chair

Date

This is to certify that I have read this evaluation

Signature of Faculty Member

Date
If a Committee, list the names of its members:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):


Names of Committee Members
Recommendation concerning personnel action being considered:

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

(For) (Against) Date of Vote

VOTE

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APPENDIX D-2(b)

DEPARTMENT CHAIR

EVALUATION OF PART-TIME FACULTY MEMBER

Name ___________________________ Department ___________________________

Date of Last Evaluation _______ College ___________________________

Date of This Evaluation _______

DIRECTIONS:

Evaluate each faculty member on items A through C.

CRITERIA:

A. Teaching Effectiveness (Article VIII, §A(2)(a))

B. Academic Advising (Article VIII, §A(2)(b))

C. Fulfillment of Other Obligations (Article VIII, §A(2)(c); and Article XII, §A(1)(b))

Signature of Department Chair _______________ Date ____________

This is to certify that I have read this evaluation

Signature of Faculty Member _______________ Date ____________

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APPENDIX D-3(a)

EVALUATION OF TENURED FACULTY MEMBER

(NON-PERSONNEL ACTION)

Name_________________________________ Department_________________________________

Date of This Evaluation___________ College__________________________________________

DIRECTIONS:

In accordance with the provisions of Article VIII, Section B(2)(b)(1), any tenured faculty member who has not been evaluated pursuant to the provisions of Article VIII, Section A (as required either by Section B(1) or B(2)(a)), during the term of this Agreement shall have an evaluation of his/her performance conducted by the Department Chair (or, if done of the Department Chair, by the Peer Evaluation Committee), during the first semester of the academic year 1997-1998. Evaluation materials shall consist of the following:

i. Student evaluations.
ii. An updated resume.
iii. Additional evaluation reports for equivalent non-teaching duties including service as Chair, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development.
iv. Course documents.

In addition, at the Massachusetts Maritime Academy only, the Department Chair shall also evaluate the following:

v. Effectiveness in correcting or disciplining students.
vi. Maintenance of a proper uniform.
vii. Contributions to maritime training and shipboard operations.

Please evaluate each such tenured faculty member and complete the certification below.

I certify that the tenured faculty member named above has been evaluated and is performing in a ____________ (satisfactory/unsatisfactory) manner.

__________________________________________ Date
Signature of Department Chair or Chair of the Peer Evaluation Committee

This is to certify that I have read this evaluation.

__________________________________________ Date
Signature of Faculty Member
APPENDIX D-3(b)

EVALUATION OF TENURED LIBRARIAN

(NON-PERSONNEL ACTION)

Name

Date of This Evaluation College

DIRECTIONS:

In accordance with the provisions of Article VIII, Section B(2)(b)(2), any tenured librarian who has not been evaluated pursuant to the provisions of Article VIII, Section A (as required either by Section B(1) or B(2)(a)), during the term of this Agreement shall have an evaluation of his/her performance conducted by the Director, Library, Library Chair (Worcester State College) or Library Program Chair (as applicable), during the first semester of the academic year 1997-1998. Evaluation materials shall consist of the following:

i. An updated resume.
ii. Additional evaluation reports for performance of alternative responsibilities as assigned under Article XII, Section D.
iii. A self-evaluation which shall include the performance of assigned duties in the Library.
iv. Course documents and student evaluations where applicable.

Please evaluate each such tenured librarian and complete the certification below.

I certify that the tenured librarian named above has been evaluated and is performing in a _____________ (satisfactory/unsatisfactory) manner.

Signature of Evaluator Date

(Director, Library,
Library Chair (Worcester State College) or
Library Program Chair,
as applicable)

This is to certify that I have read this evaluation.

Signature of Librarian Date
APPENDIX D-3(c)

PRINCIPAL EVALUATION OF TENURED CAMPUS SCHOOL TEACHER

(NON-PERSONNEL ACTION)

Name_________________________________ Campus School________________________

Date of This Evaluation__________ College______________________________

DIRECTIONS:

In accordance with the provisions of Article VIII, Section B(2)(b)(3), any tenured campus school teacher who has not been evaluated pursuant to the provisions of Article VIII, Section A (as required by Section B(1) or B(2)(a)), during the term of this Agreement shall have an evaluation of his/her performance conducted by the Principal during the first semester of the academic year 1997-1998. Evaluation materials shall consist of the following:

  i. A self-evaluation.
  ii. An updated resume.
  iii. Additional evaluation reports for assigned non-teaching duties including pupil supervision and alternative professional responsibilities.
  iv. Relevant curriculum and course documents.

Please evaluate each such campus school teacher and complete the certification below.

I certify that the tenured campus school teacher named above has been evaluated and is performing in a ____________________________ (satisfactory/unsatisfactory) manner.

________________________________________  ________________
Signature of Principal                        Date

This is to certify that I have read this evaluation.

________________________________________  ________________
Signature of                                  Date
   Campus School Teacher

2506
APPENDIX D-4

DEPARTMENTAL EVALUATION OF CHAIR

Name _______________________________  Date of Evaluation _______________________

Rank _______________________________  Department ____________________________

Directions:
Evaluate the Department Chair's responsibilities (reference Article VI, Section A) with regard to:

Legend:
S  — Superior
A  — Adequate
IA — Inadequate
NA — Not Applicable

<table>
<thead>
<tr>
<th></th>
<th>S</th>
<th>A</th>
<th>IA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Providing for scheduling of courses and classes.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Providing for arranging of faculty schedules.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Providing for independent, intra-departmental learning program (where applicable).</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4. Providing for Student Practica (where applicable).</td>
<td></td>
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<tr>
<td>5. Providing for fieldwork and internships (where applicable).</td>
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<tr>
<td>6. Providing for faculty research.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7. Providing for other student and faculty activities.</td>
<td></td>
<td></td>
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<tr>
<td>8. Making recommendations to the curriculum structure within the department.</td>
<td></td>
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<td></td>
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<tr>
<td>9. Insuring student accessibility to department courses.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S</td>
<td>A</td>
<td>IA</td>
<td>NA</td>
</tr>
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</tr>
<tr>
<td>10.</td>
<td>Assisting in the recruitment of faculty in the department.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Participation in the evaluation of faculty in accordance with the provisions of Article VIII of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Submitting requests for supplies, equipment, library holdings and other needs.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Maintaining communication with students, prospective students and other faculty at the college relative to departmental matters.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>At the commencement of each academic semester, posting a list of all registered majors within the department (where applicable).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>At the commencement of each academic semester posting a list of all minors in the department (only if no major exists and where applicable).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Meeting regularly with the Vice President or his designee 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 and to facilitate the discharge of the responsibilities set forth in Article VI, Section A of this Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Providing for academic advising activities within the department.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
18. Assigning student advisees to members of the faculty of the department.

19. Operating and monitoring the advising program of the department.

20. Evaluating each member of the department with respect to the quality of advising as it is rendered by that departmental member to students.

21. Serving on any boards and/or commissions (at the Massachusetts Maritime Academy only).

22. Advising faculty of the receipt of any substantive complaint by a student or faculty member which may affect the employment status of the faculty member.

23. Additional remarks (Optional).

Signature of Committee Chair

Date

This is to certify that I have read this document.

Signature of Department Chair

Date
If a Committee, list the names of its members.

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Names of Committee Members

________________________________________________________________________

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

(For)  (Against)  Date of Vote

VOTE
APPENDIX D-5

SPECIAL PERFORMANCE REVIEW

Department________________________ College________________________

I certify that the following bargaining unit members have performed satisfactorily during the preceding work year and are thus entitled to the salary adjustments that are contingent on satisfactory performance.

1. 21.
2. 22.
3. 23.
4. 24.
5. 25.
7. 27.
8. 28.
9. 29.
10. 30.
11. 31.
12. 32.
13. 33.
14. 34.
15. 35.
16. 36.
17. 37.
18. 38.
19. 39.
20. 40.

Signature of Department Chair
Chair of the Peer Evaluation Committee, Director, Library, Chair, Library (Worcester State College), Program Area Chair, or Principal, Campus School

Date

2508
APPENDIX E-1

DIRECTOR, LIBRARY, OR CHAIR, LIBRARY (WORCESTER)

OR

PROGRAM AREA CHAIR OR PEER EVALUATION COMMITTEE

EVALUATION OF LIBRARIAN

Name__________________________

Date of Last Evaluation_________ College__________________________

Date of This Evaluation_________

Personnel Action Being Considered__________________________________

DIRECTIONS:

Evaluate each librarian on items A through D (include E where applicable).

CRITERIA:

A. Effectiveness in performing assigned responsibilities within the library (Article VIII, §A(3)(a)(i)).

B. Effectiveness in rendering assistance to students, faculty and the academic community (Article VIII, §A(3)(a)(ii)).

C. Continuing scholarship (Article VIII, §A(3)(b)(i)).

D. Other professional activities (Article VIII, §A(3)(b)(ii)).
E. Alternative responsibilities (Article VIII, §A(3)(a)(iii); Article XII, §D; and Article XIV)

Signature of Person Conducting Evaluation or Committee Chair

This is to certify that I have read this evaluation.

Signature of Librarian

Date

If a Committee, list the names of its members:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Names of Committee Members

Recommendation concerning personnel action being considered:

________________________________________________________________________

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

(For) (Against) Date of Vote

VOTE

2371
Appendix E-2

Evaluation of Adjunct Instructors

Massachusetts Maritime Academy

Name_____________________________ Department________________________

Date of Last Evaluation___________

Date of This Evaluation___________

Personnel Action Being Considered______________________________

Directions:

1. Evaluate each adjunct instructor on items A through E (Article VIII-A, §C).

Criteria:

A. Teaching/Training Effectiveness

B. Assistance to Students

C. Maintenance of a Proper Uniform

D. Effectiveness in Correcting or Disciplining Students When Necessary

E. Other Professional Activities
This is to certify that I have read this evaluation

Signature of Faculty Member

Date

If a Committee, list the names of its members:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

Names of Committee Members

Recommendation concerning personnel action being considered:

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

(For) (Against) Date of Vote

VOTE

2372
APPENDIX F-1

CLASSROOM VISITATION FORM

CAMPUS SCHOOL TEACHER

Teacher's Name__________________________

Tenured________ Non-Tenured________

Campus School________________________ College________________________

Date of Visitation_____________________

I. MANDATORY OBSERVATIONS OF THE LESSON

A. Instructional Mode

B. Use of Materials

C. Interaction:
   1. Pupil-Pupil
   2. Pupil-Teacher
   3. Teacher-Pupil

II. OTHER OBSERVATIONS OF THE LESSON
III. CONFERENCE

A. Evaluator Comments

B. Evaluatee Comments

Signature of Evaluator ___________________________ Date __________

This is to certify that I have read this evaluation.

Signature of Campus School Teacher ___________________________ Date __________
APPENDIX F-2

PRINCIPAL OR PEER EVALUATION COMMITTEE

EVALUATION OF CAMPUS SCHOOL TEACHER

Name________________________________________

Date of Last Evaluation________ College________________________

Date of This Evaluation________

Personnel Action Being Considered________________________

DIRECTIONS:

Evaluate each Campus School Teacher on Items A through C (include D where applicable).

CRITERIA: (Article VIII, §A(1); VIII-B, §A)

A. Teaching Effectiveness (Article VIII, §A(1)(a)(i))

B. Continuing Scholarship (Article VIII, §A(1)(b)(i))

C. Other Professional Activities (Article VIII, §A(1)(b)(ii))

D. Alternative Responsibilities (Article VIII, §A(1)(b)(iii))

________________________________________
Signature of Principal or Committee Chair

This is to certify that I have read this evaluation

Signature of Campus School Teacher

If a Committee, list the names of its members:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

______________________________

______________________________

______________________________

______________________________

Names of Committee Members

Recommendation concerning personnel action being considered:

______________________________

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIR OF THE COMMITTEE):

(For) (Against) Date of Vote

VOTE

2374
APPENDIX G

VICE PRESIDENT

EVALUATION AND RECOMMENDATION

Faculty Member:______________ Dept.:______________

Librarian:____________________

Campus School
Teacher:____________________

Adjunct Instructor:_____________ Dept.:______________

Professional Maritime Faculty:____________________ Dept.:____________________

RECOMMENDATION:

Signature of Vice President Date

This is to certify that I have read this evaluation.

Signature of Unit Member Date
APPENDIX H

STUDENT INFORMATION QUESTIONNAIRE ON

DEPARTMENTAL ACADEMIC ADVISING

1. Class: Freshman ___ Sophomore ___ Junior ___
   Senior ___ Graduate ___

2. Major: _______________________________

3. How many advising sessions, including telephone contacts, have you had with your advisor during this academic year?
   None ___ One ___ Two ___ Three–Five ___
   Six–Ten ___ More than Ten ___

4. How much time did you spend in those sessions on the average?
   Less than 15 minutes ___ 15 to 30 minutes ___
   31 minutes to 1 hour ___ More than 1 hour ___

Please check the box on each of the following scales which most nearly describes your experience with your present advisor. Each scale has five boxes which represent the various levels between the two extremes.

<table>
<thead>
<tr>
<th></th>
<th>Almost Aways</th>
<th>Rarely</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

5. I have been able to visit my advisor when I needed to.

6. I have been able to spend as much time with my advisor as I needed.

7. Information from my advisor has helped me select courses.

8. My advisor's information about programs has helped me clarify my college plans.

9. My advisor's information about career opportunities has helped me clarify my career goals.
<table>
<thead>
<tr>
<th></th>
<th>Very Much</th>
<th>Not at All</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>10.</td>
<td>Information from my advisor has clarified or simplified college requirements or procedures (e.g., degree requirements, drop/add, registration etc.).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>I have obtained helpful information from my advisor about resources and services on campus (e.g., student services, counseling, financial aid, etc.).</td>
<td>Strongly Agree</td>
<td>Strongly Disagree</td>
</tr>
<tr>
<td>12.</td>
<td>As appropriate, my advisor places final responsibility for making decisions on me.</td>
<td>Extremely Positive</td>
<td>Extremely Negative</td>
</tr>
<tr>
<td>13.</td>
<td>How would you rate your overall advising experience with your present advisor?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

14. For what purposes do you or would you like to use an advisor? Rank the three most important by placing a (1) before the most important, (2) before next most important, etc.

a. ___ Discussing a course you are taking
b. ___ Career planning
c. ___ Selecting courses for your schedule
d. ___ Information about college requirements and/or procedures
e. ___ Choosing a major
f. ___ Getting a signature
g. ___ Personal concerns
h. ___ Information about college services or resources
i. ___ Discussing your grades or academic performance
j. ___ Information about your skills, abilities, potential, etc.
k. ___ Other (specify)

Up to five additional questions (if provided by the Department Chair)

<table>
<thead>
<tr>
<th></th>
<th>SA</th>
<th>A</th>
<th>N</th>
<th>D</th>
<th>SD</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please feel free to make any additional comments or suggestions about academic advising.

NOTE: Do not state the name of your advisor/advisors. Specific reference to individual faculty names will invalidate this form.
APPENDIX I

To Be Developed
APPENDIX J

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Higher Education Coordinating Council:

I hereby authorize and direct the Higher Education Coordinating Council, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount certified by the Massachusetts Teachers Association/NEA as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Massachusetts Teachers Association/NEA or his or her designee.

In consideration of the above described service rendered by the Higher Education Coordinating Council, its members, officers, agents and employees, the undersigned hereby releases and discharges the Higher Education Coordinating Council, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me, upon sixty (60) days' written notice, to the Massachusetts Teachers Association/NEA or its designee and the Higher Education Coordinating Council, and the revocation will become effective on the sixtieth (60th) day, or upon termination of my employment. It is understood that this service shall be limited to a deduction for one employee organization for any individual employee, and that no partial deduction will be made.

__________________________
Employee Signature

PLEASE PRINT:

Date of Notice:____________________________________

Social Security Number:______________________________

Position Title:______________________________________

Current Salary:_____________________________________

Current Credit Load:________________________________

__________________________
Last Name

__________________________
First Name

__________________________
Middle Initial

__________________________
Address

2381
APPENDIX K

AGENCY SERVICE FEE DEDUCTION AUTHORIZATION

To the Higher Education Coordinating Council:

I hereby authorize and direct the Higher Education Coordinating Council, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount certified by the Massachusetts Teachers Association/NEA as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Massachusetts Teachers Association/NEA or his or her designee.

In consideration of the above described service rendered by the Higher Education Coordinating Council, its members, officers, agents and employees, the undersigned hereby releases and discharges the Higher Education Coordinating Council, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me, upon sixty (60) days' written notice, to the Massachusetts Teachers Association/NEA or its designee and the Higher Education Coordinating Council, and the revocation will become effective on the sixtieth (60th) day, or upon termination of my employment. It is understood that this service shall be limited to a deduction for one employee organization for any individual employee, and that no partial deduction will be made.

________________________________________________________________________
Employee Signature

PLEASE PRINT:

Date of Notice:_________________________________________________________________

Social Security Number:________________________________________________________

Position Title:______________________________

Current Salary:_______________________________________________________________

Current Credit Load:___________________________________________________________

________________________________________________________________________
Last Name   First Name   Middle Initial

Address

This form is null and void for any member of the Association.

2383
APPENDIX L

VOICE OF TEACHERS FOR EDUCATION

PAYROLL DEDUCTION AUTHORIZATION

To the Higher Education Coordinating Council:

I hereby authorize and direct the Higher Education Coordinating Council, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount listed below as the amount of the deduction from my wages each payroll period. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Voice of Teachers for Education.

In consideration of the above described service rendered by the Higher Education Coordinating Council, its members, officers, agents and employees, the undersigned hereby releases and discharges the Higher Education Coordinating Council, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me, upon sixty (60) days' written notice, to the Massachusetts Teachers Association/NEA or its designee and the Higher Education Coordinating Council, and the revocation will become effective on the sixtieth (60th) day, or upon termination of my employment.

I have authorized the Higher Education Coordinating Council to deduct $__________ from my wages each payroll period. The deductions are to begin __________, 19__.

Please Print Last Name First Name Middle Initial

Signature Date

Address Social Security No.

Position Title

2384
<table>
<thead>
<tr>
<th>ACTION REQUIRED</th>
<th>FIRST-YEAR REAPPOINTMENT</th>
<th>SECOND-YEAR REAPPOINTMENT</th>
<th>THIRD OR MORE-YEAR REAPPOINTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom Visits by Chair</td>
<td>11/15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Candidate submits materials</td>
<td>12/15</td>
<td>9/29</td>
<td>9/29</td>
</tr>
<tr>
<td>Evaluation by Chair (share with candidate who has 10 days to respond)</td>
<td>12/22</td>
<td>10/27</td>
<td>11/17</td>
</tr>
<tr>
<td>Chair transmits to VP or to Ad Hoc Evaluation Committee if requested</td>
<td>1/5</td>
<td>11/6</td>
<td>12/1</td>
</tr>
<tr>
<td>Evaluation by Ad Hoc Evaluation Committee (optional; share with candidate who has 7 days to respond)</td>
<td>1/30</td>
<td>11/21</td>
<td>12/11</td>
</tr>
<tr>
<td>Ad Hoc Evaluation Committee transmits to Vice President</td>
<td>2/9</td>
<td>12/1</td>
<td>12/21</td>
</tr>
<tr>
<td>Evaluation by Vice President (share with candidate who has 7 days to respond)</td>
<td>2/16</td>
<td>12/15</td>
<td>1/19</td>
</tr>
<tr>
<td>Vice President transmits to President</td>
<td>2/23</td>
<td>12/22</td>
<td>1/26</td>
</tr>
<tr>
<td>President recommends to Trustees</td>
<td>3/1</td>
<td>1/5</td>
<td>2/2</td>
</tr>
<tr>
<td>Non-renewal notification deadlines</td>
<td>3/15</td>
<td>1/15</td>
<td>9/1 of final yr.</td>
</tr>
</tbody>
</table>

Notes:
1. All dates listed represent the latest date by which the designated action should take place.
2. By September 15, 1995, Dept. Chair/Director, Library must notify unit members who are required to be evaluated this academic year and inform unit members of the appropriate deadline for the submission of materials by the candidate.
3. Unit members who wish to be evaluated for any personnel action must notify the Dept. Chair/Director, Library by 4/1 of the preceding academic year.

Revised September 1, 1995
### PROMOTION ACTION REQUIRED

<table>
<thead>
<tr>
<th>Step</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Candidate submits materials</td>
<td>9/29</td>
</tr>
<tr>
<td>Evaluation by Chair (share with candidate who has 10 days to respond)</td>
<td>11/17</td>
</tr>
<tr>
<td>Chair transmits to VP or to Ad Hoc Evaluation Committee if requested</td>
<td>11/27</td>
</tr>
<tr>
<td>Evaluation by Ad Hoc Evaluation Committee (optional; share with candidate who has 7 days to respond)</td>
<td>12/4</td>
</tr>
<tr>
<td>Ad Hoc Evaluation Committee transmits to VP</td>
<td>12/11</td>
</tr>
<tr>
<td>VP preliminary recommendation to Committee on Promotions</td>
<td>12/22</td>
</tr>
<tr>
<td>Committee on Promotions recommends to VP</td>
<td>2/23</td>
</tr>
<tr>
<td>Committee on Promotions and VP consult about final recommendations</td>
<td>3/8</td>
</tr>
<tr>
<td>VP transmits recommendations to President</td>
<td>3/15</td>
</tr>
<tr>
<td>President recommends to Trustees</td>
<td>3/29</td>
</tr>
</tbody>
</table>

### TENURE ACTION REQUIRED

<table>
<thead>
<tr>
<th>Step</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candidate submits materials</td>
<td>9/29</td>
</tr>
<tr>
<td>Evaluation by Chair (share with candidate who has 10 days to respond)</td>
<td>10/20</td>
</tr>
<tr>
<td>Chair transmits to next step</td>
<td>10/30</td>
</tr>
<tr>
<td>Evaluation by Ad Hoc Evaluation Committee (share with candidate who has 7 days to respond)</td>
<td>11/17</td>
</tr>
<tr>
<td>Ad Hoc Evaluation Committee transmits to Ad Hoc Tenure Committee through VP</td>
<td>11/27</td>
</tr>
<tr>
<td>Evaluation/Recommendation by Ad Hoc Tenure Committee (share with candidate who has 7 days to respond)</td>
<td>2/9</td>
</tr>
<tr>
<td>Ad Hoc Tenure Committee recommends to President</td>
<td>2/16</td>
</tr>
<tr>
<td>President recommends to Trustees</td>
<td>3/1</td>
</tr>
</tbody>
</table>

### SABBATICAL LEAVE ACTION REQUIRED

<table>
<thead>
<tr>
<th>Step</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candidate submits proposal to Chair</td>
<td>9/29</td>
</tr>
<tr>
<td>Chair recommends to Vice President</td>
<td>10/20</td>
</tr>
<tr>
<td>Vice President recommends to President</td>
<td>11/17</td>
</tr>
<tr>
<td>President recommends to Trustees</td>
<td>12/15</td>
</tr>
</tbody>
</table>

### ANNUAL DEPT. CHAIR EVALUATION ACTION REQUIRED

<table>
<thead>
<tr>
<th>Step</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chair submits material to Ad Hoc Evaluation Committee</td>
<td>9/29</td>
</tr>
<tr>
<td>Evaluation by Ad Hoc Evaluation Committee (share with chair who has 10 days to respond)</td>
<td>11/3</td>
</tr>
<tr>
<td>Ad Hoc Evaluation Committee transmits to Vice President</td>
<td>11/13</td>
</tr>
<tr>
<td>Ad Hoc Evaluation Committee recommends to President</td>
<td>11/17</td>
</tr>
<tr>
<td>President recommends to Trustees</td>
<td>12/15</td>
</tr>
</tbody>
</table>
APPENDIX N-1

UNIFORM LETTER OF APPOINTMENT:

TENURE TRACK FACULTY

Dear ____________:

I am pleased to offer you (*subject to the approval of the Board of Trustees), the position of full-time ____________ in the ____________ Department at an annual salary of $________ effective ____________. Your work year will run from ____________ through ____________. Your pay year will run from ____________ through ____________.

[Special conditions, if any (e.g., this appointment is contingent upon completion of degree).]

[*This offer of appointment is contingent upon satisfaction of any requirements imposed under Federal laws governing immigration and naturalization.]

This is a "tenure track" position and is governed, as are all conditions of employment, by a collective bargaining agreement between the Higher Education Coordinating Council and the Massachusetts State College Association (MSCA/MTA). One such condition is a requirement that all members of the bargaining unit pay dues to the Association or, in lieu of dues, an agency service fee. A copy of the collective bargaining agreement may be obtained in the MSCA/MTA office on campus.

If this offer of employment is acceptable to you, please sign, date, and return one copy of this letter to the Academic Affairs Office, ____________, within five days. Please note that it is important for you to visit the Personnel Office on or before your first day of employment for the completion of several forms which will activate the payroll process.

All of us at ____________ look forward to working with you.

Sincerely,

Vice President
Academic Affairs

I accept the offer of employment specified above and I understand and agree to the conditions mentioned.

Date __________________________ Signature __________________________

[*if applicable]
APPENDIX N-2

UNIFORM LETTER OF APPOINTMENT:

TEMPORARY FULL-TIME FACULTY

Dear __________________:

I am pleased to offer you (*subject to the approval of the Board of Trustees), the position of temporary full-time ____________ in the _______________ Department at an annual salary of $___________. Your employment period will run from ________________ through ________________. As a full-time faculty member, you are governed in the conditions of your employment by the collective bargaining agreement between the Higher Education Coordinating Council and the Massachusetts State College Association (MSCA/MTA). One such condition is a requirement that all members of the bargaining unit pay dues to the Association or, in lieu of dues, an agency service fee. A copy of the collective bargaining agreement may be obtained in the MSCA/MTA office on campus.

[Special conditions, if any (e.g., this appointment is contingent upon completion of degree).]

[*This offer of appointment is contingent upon satisfaction of any requirements imposed under Federal laws governing immigration and naturalization.]

This letter serves to let you know that this temporary appointment is of a limited duration to meet a special need in your department. The term of your appointment will conclude automatically on the date specified above, and this letter will serve as the only notice you will receive concerning the nature of your appointment. In the event any person serves for four consecutive semesters as a temporary full-time member of the faculty, no further temporary appointment, either full-time or part-time, can be granted for one full academic year thereafter.

If this offer of employment is acceptable to you, please sign, date, and return one copy of this letter to the Academic Affairs Office, _______________, within five days. Please note that it is important for you to visit the Personnel Office on or before your first day of employment for the completion of several forms which will activate the payroll process.

All of us at ________________ look forward to working with you.

Sincerely,

Vice President
Academic Affairs

I fully understand the temporary nature of this appointment and accept this notice of the date of its termination.

____________________  ______________________
Date  Signature

[If applicable]
APPENDIX N-3

UNIFORM LETTER OF APPOINTMENT:

FULL-TIME LIBRARIAN

Dear ________________:

I am pleased to offer you (*subject to the approval of the Board of Trustees), the position of full-time ____________ in the Library at an annual salary of $__________. Your work year will run from September 1, ___, through August 31, ___. Your pay year will run from ______________
   through ________________.

[SPECIAL CONDITIONS, IF ANY (E.G., THIS APPOINTMENT IS CONTINGENT UPON COMPLETION OF DEGREE).]

[*THIS OFFER OF APPOINTMENT IS CONTINGENT UPON SATISFACTION OF ANY REQUIREMENTS IMPOSED UNDER FEDERAL LAWS GOVERNING IMMIGRATION AND NATURALIZATION.]

This is a "tenure-track" position and is governed, as are all conditions of employment, by a collective bargaining agreement between the Higher Education Coordinating Council and the Massachusetts State College Association (MSCA/MTA). One such condition is a requirement that all member of the bargaining unit pay dues to the Association or, in lieu of dues, an agency service fee. A copy of the Agreement may be obtained in the MSCA/MTA office on campus.

If this offer of employment is acceptable to you, please sign, date, and return one copy of this letter to the Academic Affairs Office, ______________, within five days. Please note that it is important for you to visit the Personnel Office on or before your first day of employment for the completion of several forms which will activate the payroll process.

All of us at ______________ look forward to working with you.

Sincerely,

Vice President
Academic Affairs

I accept the offer of employment specified above and I understand and agree to the conditions mentioned.

_________________________  ________________________
Date                         Signature

[*IF APPLICABLE]
APPENDIX N-4

UNIFORM LETTER OF APPOINTMENT:

TEMPORARY FULL-TIME LIBRARIAN

Dear __________________:

I am pleased to offer you (*subject to the approval of the Board of Trustees), the position of temporary full-time
_______ in the Library at an annual salary of $_________. Your
employment period will run from _______________ through _______________
. As a full-time librarian, you are governed in the conditions of your
employment by the collective bargaining agreement between the Higher
Education Coordinating Council and the Massachusetts State College
Association (MSCA/MTA). One such condition is a requirement that all
members of the bargaining unit pay dues to the Association or, in lieu of
dues, an agency service fee. A copy of the collective bargaining agreement
may be obtained in the MSCA/MTA office on campus.

[Special conditions, if any (e.g., this appointment is contingent upon
completion of degree).]

[*This offer of appointment is contingent upon satisfaction of any
requirements imposed under Federal laws governing immigration and
naturalization.]

This letter serves to let you know that this temporary appointment is
of a limited duration to meet a special need in the Library. The term of
your appointment will conclude automatically on the date specified above,
and this letter will serve as the only notice you will receive concerning
the nature of your appointment. In the event any person serves for two
consecutive calendar years as a temporary full-time librarian, no further
temporary appointment, either full-time or part-time, can be granted for
one hundred twenty (120) calendar days thereafter.

If this offer of employment is acceptable to you, please sign, date,
and return one copy of this letter to the Academic Affairs
Office, ______________, within five days. Please note that it is
important for you to visit the Personnel Office on or before your first day
of employment for the completion of several forms which will activate the
payroll process.

All of us at ______________ look forward to working with you.

Sincerely,

Vice President
Academic Affairs

I fully understand the temporary nature of this appointment and accept this
notice of the date of its termination.

____________________  ____________________
Date                  Signature

[*if applicable]

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APPENDIX O–1

SALARY DATA SHEET – FACULTY

PART I. Descriptive Information

Name: ..............................................................................................................

Birth Date: ........................................................................................................

*****************************************************************************

[TO BE COMPLETED BY VICE PRESIDENT, ACADEMIC AFFAIRS]

Massachusetts State College: ............................................................................

Department: ....................................................................................................

Rank: .................................................................................................................

Effective Date of Initial Appointment: ..........................................................

Salary Upon Appointment: ..............................................................................

Temporary or Tenure–Track Appt: ....................................................................

Comments: .......................................................................................................
Directions and Use of the Salary Data Sheet

The Salary Data Sheet will be used to establish your starting salary under the terms of the current Agreement between the Massachusetts Teachers Association and the Higher Education Coordinating Council. The Agreement provides that you must be paid a starting salary not less than that determined by the formula below, but you may receive a starting salary higher than the minimum required.

Please read carefully the entire Data Sheet before filling it out, and complete Parts I to VII where applicable.

Please type or print in black ink.

Base Salary: $25,625 (9/1/95)  
$26,395 (9/1/96)  
$27,055 (9/1/97)  

$ _____________

Academic Rank, add:  
Assistant Professor, $4,000  
Associate Professor, $8,000  
Professor, $12,000  
+ $ _____________

If you possess a terminal degree, add $2,000 (Part II)  
+ $ _____________

Number of years of full-time teaching experience  
at accredited two-year or four-year colleges/universities  
@ $350/year (Part III)  
+ $ _____________

Number of years of full-time K-12 classroom experience @ $350/year (Part IV)  
+ $ _____________

Number of years of full-time applicable professional experience @ $100/year (Parts V and VI)  
+ $ _____________

Minimum Salary (Add all lines above)  
= $ _____________
## PART II. Degrees and Graduate Credits (Sections A and B)

### A. Degrees

Please list all earned degrees from an accredited college or university in chronological order according to the date awarded.

<table>
<thead>
<tr>
<th>Name and Address of University or College</th>
<th>Degree</th>
<th>Field</th>
<th>Month &amp; Year Awarded</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### B. Graduate Credits

(If you hold an earned doctorate degree, do not fill out this section).

Please list all graduate credit hours earned by you and applicable to your field, including the hours of credit for which any masters degree was awarded.

<table>
<thead>
<tr>
<th>Name and Address of University or College</th>
<th>Number of Graduate Credit Hours</th>
<th>List Months &amp; Years of Such Periods of Graduate Study in Your Field</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>From: <em><strong>/</strong></em> To: <em><strong>/</strong></em></td>
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<td>From: <em><strong>/</strong></em> To: <em><strong>/</strong></em></td>
</tr>
</tbody>
</table>
PART III. Applicable Previous Full-Time College or University Teaching Experience

Please list, in chronological order, all full-time teaching experience for which you were appointed to a full-time position as an instructor, assistant professor, associate professor or [full] professor at an accredited two-year or four-year college or university. Include any appointments as an instructor, assistant professor, associate or [full] professor at a Massachusetts State College.

Do not list any part-time teaching or any appointment which lasted less than two consecutive semesters. Any academic semester should be converted to 6 calendar months or one-half year. Any academic quarter should be converted to 3 calendar months or one-quarter year.

<table>
<thead>
<tr>
<th>Name and Address of Accredited Four (4) or Two (2) Year College or University</th>
<th>Rank or Title &amp; Department</th>
<th>List Month and Year of Each Appointment Date &amp; Date of Completion of Service</th>
<th>Total Number of Years of Such Full-Time Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:<strong>/</strong> To:<strong>/</strong></td>
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</tbody>
</table>

TOTAL YEARS OF EXPERIENCE
(Deduct Any Years of Unpaid Absence)
PART IV. Applicable only to Individuals being employed to Teach as: (1) a Campus School Teacher, (2) in a Business Education Department or (3) in an Education Department

Please list, in chronological order, all full-time K-12 teaching experience (including special education experiences as a classroom or learning resources center teacher, but excluding any period of employment as a guidance counselor or other administrator).

Do not list any part-time teaching or any position which lasted less than two consecutive semesters. Any academic semester should be converted to 6 calendar months or one-half year. Any academic quarter should be converted to 3 calendar months or one-quarter year.

<table>
<thead>
<tr>
<th>Name and Address of K-12 School System</th>
<th>Rank, or Title and Department</th>
<th>List Month and Year of Such Appointment Date &amp; Date of Completion of Service</th>
<th>Total Number of Years of Such Full-Time Experience</th>
</tr>
</thead>
<tbody>
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<td>From: <em><strong>/</strong></em>  To: <em><strong>/</strong></em></td>
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</tbody>
</table>

TOTAL YEARS OF EXPERIENCE
(Deduct Any Unpaid Leaves or Administrative Work)
PART V. Other Full-Time Appropriate Professional Experience

Only individuals hired to teach in the areas listed below are eligible for Other Full-Time Appropriate Professional Experience. Please list all prior full-time experience of at least one calendar year’s duration of employment.

Do not list any experience which was held concurrently with any appointment listed in Parts III or IV of this Appendix O-1. Round off months to the nearest quarter year.

<table>
<thead>
<tr>
<th>Category Code</th>
<th>Category Name</th>
<th>Category Code</th>
<th>Category Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professional &amp; Industrial Arts</td>
<td>7</td>
<td>Journalism/Media/Public Relations</td>
</tr>
<tr>
<td>2</td>
<td>Biological, Physical or Social Science Research in a recognized professional facility or laboratory</td>
<td>8</td>
<td>Nursing/Licensed Medical Technician/Dietician</td>
</tr>
<tr>
<td>3</td>
<td>Social or Rehabilitative Services Including Physical Therapy</td>
<td>9</td>
<td>Maritime Service or the Navy</td>
</tr>
<tr>
<td>4</td>
<td>Communication Disorders</td>
<td>10</td>
<td>Aviation Science</td>
</tr>
<tr>
<td>5</td>
<td>Computer Science</td>
<td>11</td>
<td>Engineering</td>
</tr>
<tr>
<td>6</td>
<td>Business Administration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address (Including ZIP code) of the Organization</th>
<th>Rank or Title</th>
<th>Category Code</th>
<th>List Month and Year of Such Appointment Date &amp; Date of Completion of Service</th>
<th>Total Number of Years of Such Full-Time Experience</th>
</tr>
</thead>
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(If necessary, please use additional space on the next page.)
<table>
<thead>
<tr>
<th>Name and Address (Including ZIP code) of the Organization</th>
<th>Rank or Title</th>
<th>Category Code</th>
<th>List Month and Year of Such Appointment Date &amp; Date of Completion of Service</th>
<th>Total Number of Years of Such Full-Time Experience</th>
</tr>
</thead>
</table>
| From: _____/____  
  To: _____/____ |              |               |                                                                           |                                                   |
| From: _____/____  
  To: _____/____ |              |               |                                                                           |                                                   |
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  To: _____/____ |              |               |                                                                           |                                                   |
| From: _____/____  
  To: _____/____ |              |               |                                                                           |                                                   |
| From: _____/____  
  To: _____/____ |              |               |                                                                           |                                                   |
| From: _____/____  
  To: _____/____ |              |               |                                                                           |                                                   |

TOTAL YEARS OF PROFESSIONAL EXPERIENCE: ______
PART VI. Separate Additional Information Which May Be Considered

You may list below any other information pertaining to Parts I through V above which you believe may be considered. Please provide the documentation you think necessary, including organization, address, title, dates, and responsibilities.
PART VII. Certification

Your signature certifies that all statements and information contained on this data sheet are true, accurate and complete. Your answers to this data sheet are subject to verification.

Certification Checklist:
(You must complete each applicable section and sign the Data Sheet.)

(1) I understand that my academic transcripts must be in my Official Personnel File. I have made arrangements with the institution(s) from which I was awarded my degree(s) for a certified copy of my academic transcript(s) to be mailed directly to the Academic Vice President within 60 days. 

(2) I have completed the Data Sheet (Descriptive Information and Parts I through VII, where applicable).

Signature: ____________________________________________

Date: ________________________________________________

PLEASE SEE NEXT PAGE.
SUMMARY SHEET

[To be completed by Vice President, Academic Affairs]

Name: ____________________________________________________________

Date of initial full-time faculty appointment at a Massachusetts State College:_____________________________________________________

Use Applicable Rank Code

(A) [full] Professor
(B) Associate Professor
(C) Assistant Professor
(D) Instructor

Rank at Appointment

Part II. Does the individual hold a terminal degree? (see Page 3)

(yes or no)

Part III to VI. Please indicate in the space for each applicable part the total number of years of full-time experience. Please be sure that each unpaid leave of absence has been deducted.

Part III. Full-time College/University Teaching (see Page 4)

years/months

/ /

Part IV. Full-time K-12 Teaching for
(1) Campus School Teachers,
(2) Business Education Dept., or
(3) Education Dept. (see Page 5)

/ /

Part V & VI. Appropriate Professional Experience (see Pages 6, 7 & 8)

/ /

Signature -- Academic Vice President

Date
PART I. Descriptive Information

Name: ________________________________

Birth Date: __________________________

[TO BE COMPLETED BY VICE PRESIDENT, ACADEMIC AFFAIRS]

Massachusetts State College: ________________________________

Department: ________________________________

Rank: ________________________________

Effective Date of Initial Appointment: ________________________________

Salary Upon Appointment: ________________________________

Temporary or Tenure—Track Appt: ________________________________

Comments: ________________________________
### Directions and Use of the Salary Data Sheet

The Salary Data Sheet will be used to establish your starting salary under the terms of the current Agreement between the Massachusetts Teachers Association and the Higher Education Coordinating Council. The Agreement provides that you must be paid a starting salary not less than that determined by the formula below, but you may receive a starting salary higher than the minimum required.

Please read carefully the entire Data Sheet before filling it out, and complete Parts I to VI where applicable.

**Please type or print in black ink.**

<table>
<thead>
<tr>
<th>Base Salary:</th>
<th>$25,625 (9/1/95)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,395 (9/1/96)</td>
</tr>
<tr>
<td></td>
<td>$27,055 (9/1/97)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Academic Rank, add:</th>
<th>Associate Librarian, $4,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Librarian, $8,000</td>
</tr>
<tr>
<td></td>
<td>Senior Librarian, $12,000</td>
</tr>
</tbody>
</table>

If you possess a terminal degree, add $2,000 (Part II) + $ 

Number of years of full-time work experience at accredited two-year or four-year colleges/universities @ $350/year (Part III) + $ 

Number of years of full-time applicable professional experience @ $100/year (Parts IV & V) + $ 

Minimum Salary (Add all lines above) = $ 

---
PART II. Degrees and Graduate Credits (Sections A and B)

A. Degrees

Please list all earned degrees from an accredited college or university in chronological order according to the date awarded.

<table>
<thead>
<tr>
<th>Name and Address of University or College</th>
<th>Degree</th>
<th>Field</th>
<th>Month &amp; Year Awarded</th>
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</tbody>
</table>

B. Graduate Credits

(If you hold an earned doctorate degree, do not fill out this section).

Please list all graduate credit hours earned by you and applicable to your field, including the hours of credit for which any masters degree was awarded.

<table>
<thead>
<tr>
<th>Name and Address of University or College</th>
<th>Number of Graduate Credit Hours</th>
<th>Field</th>
<th>List Months &amp; Years of Such Periods of Graduate Study in Your Field</th>
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<td>From: <strong>/</strong>/____ To: <strong>/</strong>/____</td>
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</tbody>
</table>

[Other parts of the page are not shown]
PART III. Applicable Previous Full-Time Librarian Experience at an Accredited Two (2) or Four (4) College or University

Please list, in chronological order, all full-time experience for which you were appointed to a full-time position as a professional librarian at an accredited two-year or four-year college or university. Include any appointments as a full-time professional librarian at a Massachusetts State College.

Do not list any non-professional librarian experience or any appointment which lasted less than one calendar year. Round off calendar months to the nearest quarter.

<table>
<thead>
<tr>
<th>Name &amp; Address of Accredited Four (4) or Two (2) Year College or University</th>
<th>Rank or Title &amp; Department</th>
<th>List Month and Year of Each Appointment Date &amp; Date of Completion of Service</th>
<th>Total Number of Years of Such Full-Time Experience</th>
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<td>From: / /  To: / /</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL YEARS OF EXPERIENCE
(Deduct Any Years of Unpaid Absence)
PART IV. Other Full-Time Appropriate Professional Experience

Only librarians who have worked in a professional capacity in a non-academic library setting are eligible for Other Full-Time Appropriate Professional Experience. Please list all such prior full-time appropriate experience of at least one calendar year’s duration of employment.

Do not list any experience which was held concurrently with any appointment listed in Part III of this Appendix O-2. Round off months to the nearest quarter year.

<table>
<thead>
<tr>
<th>Name and Address (Including ZIP Code) of the Organization</th>
<th>Rank or Title</th>
<th>List Month and Year of Such Appointment</th>
<th>Date &amp; Date of Completion of Service</th>
<th>Total Number of Years of Such Full-Time Experience</th>
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<tbody>
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TOTAL YEARS OF PROFESSIONAL EXPERIENCE
PART V. Separate Additional Information Which May Be Considered

You may list below any other information pertaining to Parts I through IV above which you believe may be considered. Please provide the documentation you think necessary, including organization, address, title, dates, and responsibilities.
PART VI. Certification

Your signature certifies that all statements and information contained on this data sheet are true, accurate and complete. Your answers to this data sheet are subject to verification.

Certification Checklist:
(You must complete each applicable section and sign the Data Sheet.)

1. I understand that my academic transcripts must be in my Official Personnel File. I have made arrangements with the institution(s) from which I was awarded my degree(s) for a certified copy of my academic transcript(s) to be mailed directly to the Academic Vice President within 60 days. _______

2. I have completed the Data Sheet (Descriptive Information and Parts I through VI, where applicable). _______

Signature: ________________________________

Date: ________________________________

PLEASE SEE NEXT PAGE.
SUMMARY SHEET

[To be completed by Vice President, Academic Affairs]

Name: _______________________________________________________

Date of initial full-time professional librarian appointment at a Massachusetts State College: ____________________________

<table>
<thead>
<tr>
<th>Use Applicable Rank Code</th>
<th>Rank at Appointment</th>
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<tbody>
<tr>
<td>(A) Senior Librarian</td>
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<td>(B) Librarian</td>
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<td>(C) Associate Librarian</td>
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<td>(D) Assistant Librarian</td>
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<td>(E) Library Associate</td>
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Part II. Does the individual hold a terminal degree? (see Page 3) (yes or no)

Part III to VI. Please indicate in the space for each applicable part the total number of years of full-time experience. Please be sure that each unpaid leave of absence has been deducted.

Part III. Full-time College/University Librarian (see Page 4)

<table>
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<th>years/months</th>
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Part V & VI. Appropriate Professional Experience (see Pages 5 & 6)

| / |

Signature – Academic Vice President ____________________________

Date ____________________________
APPENDIX P

AGREED LIST

Henry J. Fanning, Jr. Bridgewater
Martha R. Jones Bridgewater

Joseph A. Angelini Fitchburg
Richard Condon Fitchburg
Michael Fiorentino Fitchburg
Elizabeth Kruczek Fitchburg
Carleton H. LaPorte Fitchburg

Vincent J. Mara Framingham

Joseph Zavattaro North Adams

Nancy Harrington Salem

Paul Bogan Westfield
Robert Martin Westfield

Betty Buchsbaum Massachusetts College of Art

DISPUTED LIST

John Mazeika Fitchburg

Stanley M. McDonald, Jr. Framingham
APPENDIX Q

MASSACHUSETTS STATE COLLEGE ASSOCIATION

MSCA PERSONNEL INFORMATION REQUEST FORM

A. FULL-TIME MEMBERS

Promotions:

1. Name, rank and department of all full-time members promoted with effect on September 1st.

New Hires:

2. Name, rank, department, salary and Appendices O-1 and O-2 of all full-time tenure track unit members newly appointed as such as of September 1st and February 1st.

3. Name, rank, department, salary and Appendices O-1 and O-2 of all full-time temporary unit members newly appointed as such as of September 1st, or February 1st, as the case may be.

Leave of Absence:

4. Name, rank, and department of all unit members on unpaid leaves of absence as of September 1st.

5. Name, rank, and department of all unit members on paid leave of absence as of September 1st.

Terminal Degrees:

6. Name, rank, and department of all unit members who have earned a terminal degree pursuant to the collective bargaining agreement as of the immediately preceding July 1st.

B. PART-TIME UNIT MEMBERS

1. Name, rank, department and salary of all part-time "day" bargaining unit members.

2. Home addresses of all part-time "day" bargaining unit members.

3. Number of credits and/or hours of instruction taught by bargaining unit member identified in paragraph 1 above.
4. Number of consecutive semesters part-time bargaining unit members identified in paragraph 1 have been employed since February 28, 1989 at their respective colleges.

5. Name, rank, and department for any part-time unit member at the College of Art or at Fitchburg State College (Nursing Department) promoted with effect on September 1st.

6. Name, rank, and department of any part-time unit member at the College of Art or at Fitchburg State College (Nursing Department) who has acquired a terminal degree as of the immediately preceding July 1st.