ARTICLE VIII - EVALUATIONS

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

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

If, due to a conflict of interest under Massachusetts G.L. c. 268A or the appearance of a conflict of interest as determined by the President in his/her sole discretion, a Department Chair or Library Program Area Chair, as the case may be, is unable to evaluate a member of the department or library, or the Department Chair is unable to conduct a post-tenure review classroom observation, or the Library Program Area Chair is unable to conduct a direct observation, then a tenured member of the department or library, as the case may be, elected by and from among the tenured members of the department or library, shall serve in the Department Chair’s or Library Program Area Chair’s stead for those purposes.  If a tenured member of the department or library is not available for such purposes, a tenured member of a cognate department shall be elected by the tenured members of the affected department or the library (or by the tenure-track members of that department if there are no tenured members).

No member of the bargaining unit who is a candidate for a particular personnel action shall be twice evaluated for that personnel action by another individual member of the bargaining unit; this rule does not prohibit Department Chairs from both evaluating candidates for tenure in the manner required by the Agreement and serving as consultants to the Committee on Tenure.

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

All evaluations conducted pursuant to this Article shall be performed in accordance with the applicable academic Personnel Calendar in Appendix M.

Incidental observations of any unit member shall not be used, in whole or in part, in any manner whatsoever, in conducting an evaluation pursuant to the provisions of this Agreement. An incidental observation is herein defined as occasions upon which an evaluator, merely by chance and without intention or calculation, and outside the performance of the supervisory nature of the evaluator’s responsibilities, witnesses or perceives the actions or words of a unit member engaged in activities either related to or unrelated to the performance of the unit member’s duties and responsibilities. Parties not assigned responsibility for the conduct of a unit member’s evaluation may not be permitted to present to an assigned evaluator any materials, written or otherwise, not expressly permitted by the provisions of this Article.

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

Every provision of this Article VIII that is of application to full-time members of the faculty shall also be of application to salaried part-time faculty members, 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 who are not salaried part-time faculty members.

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

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

Except as otherwise provided in this Agreement, persons who are responsible for evaluating others pursuant to this Article VIII have a duty to keep in confidence any evaluations or evaluation materials to which they are privy in that capacity.

All members of an evaluation committee are required to vote, meaning that they shall not be allowed to abstain.

For purposes of this Article VIII, Article VIII-A and Article VIII-C, “Dean” shall mean any person who is the administrative head of a College, School or Division of a State University within which academic departments or libraries are housed, or shall mean any academic administrator appointed by the Vice President to fulfill the responsibilities of a Dean in the evaluation of those faculty and librarians in a designated area consisting of academic departments or libraries not within a School, College, or Division.