

COLLECTIVE BARGAINING AGREEMENT

between the

QUINCY COLLEGE BOARD OF GOVERNORS

and

**QUINCY EDUCATION ASSOCIATION, INC.,
UNIT D**

August 28, 2014 – August 27, 2017

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|--|-------------|
| | Preamble | 1 |
| Article I | General | 1 |
| Article II | Recognition | 3 |
| Article III | Payroll Deduction | 3 |
| Article IV | Grievance and Arbitration Procedure | 4 |
| Article V | Development and Implementation of Curriculum And Related Educational Programs, Text Books | 7 |
| Article VI | School Hours and Year | 7 |
| Article VII | Physical Facilities for Members | 9 |
| Article VIII | Professional Development | 9 |
| Article IX | Sick Leave | 11 |
| Article X | Temporary Leave Of Absence | 12 |
| Article XI | Personal Leave | 13 |
| Article XII | Sabbatical Leave | 13 |
| Article XIII | Leaves Of Absence without Pay | 14 |
| Article XIV | Group Insurance Plan | 17 |
| Article XV | Tax Sheltered Annuity | 18 |
| Article XVI | Worker's Compensation Benefits | 18 |
| Article XVII | Discipline and Dismissal | 18 |
| Article XVIII | Member's Assignments | 19 |
| Article XIX | Promotions | 20 |
| Article XX | Positions in Summer and Evening Schools and Under Federal Programs | 21 |
| Article XXI | Member Evaluations | 22 |

| | | |
|----------------|--|----|
| Article XXII | Salary | 23 |
| Article XXIII | Administration of Salary | 25 |
| Article XXIV | Lunch Period: Extra Curricular Activities | 25 |
| Article XXV | Non-Professional Duties | 26 |
| Article XXVI | Observance of Duties | 26 |
| Article XXVII | Protection | 26 |
| Article XXVIII | Reduction In Force | 26 |
| Article XXIX | Preservation of Rights | 28 |
| Article XXX | Rank and Tenure | 28 |
| Article XXXI | College Coordinators | 30 |
| ARTICLE XXII | Duration | 31 |
| Exhibit A | General Laws Chapter 71, Sections 41, 41A, 42, 42D, 43 | 33 |
| Exhibit B | M.G.L. C. 258, §9 - Indemnification of Public Employees | 38 |
| Exhibit C | Quincy College Faculty Evaluation Process And Instruments | 39 |

This Agreement made and entered into on this 30th day of June, 2013 between the City of Quincy, (hereinafter sometimes referred to as the “City”), and the QUINCY EDUCATION ASSOCIATION, INC., UNIT D (hereinafter sometimes referred to as the “Association”).

PREAMBLE

WHEREAS, the City and its designated representatives, and Quincy College and its designated representatives have met with representatives of the Association pursuant to provisions of Chapter 150E of the General Laws and the parties have fully considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment; and

WHEREAS, Quincy Mayor Thomas Koch, pursuant to Section 11 of Chapter 53 of the Acts of 1994, designated the Board of Governors of Quincy College as the City’s representative for purposes of labor relations including the bargaining of a successor agreement; and,

WHEREAS, Quincy College President Peter H. Tsaffaras, pursuant to Chapter 332 of the Acts of 2006 also designated representatives to be present during these negotiations; and,

WHEREAS, the negotiating representatives of the City, the College and the Association have negotiated a successor agreement to be effective August 28, 2014, the Agreement effective as of September 1, 2011 shall continue in all its provisions except as hereinafter modified and shall continue in full force and effect from August 28, 2014 to and including August 27, 2017.

ARTICLE I

GENERAL

- A. Recognizing that the prime purpose of Quincy College is to provide education of the highest possible quality for its students, we, the undersigned parties to this Contract, agree to the following principles:
1. The Board, appointed pursuant to the provisions of Chapter 53 of the Acts of 1994, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
 2. The President of Quincy College, (hereinafter referred to as the “President”) is the chief operating officer of the Board and, as such, administers, and directs the operation of Quincy College in accordance with the decisions of the Board.

3. The faculty of Quincy College shares with the Board and the President responsibility for providing Quincy College students with education of the highest possible quality consistent with the policies of the Board, and the faculty has the major role in direct contact with the students.
 4. The Board and the Association recognize the value of free exchanges of views and information towards fulfilling the aforementioned responsibilities as applying or relating to wages, hours and other conditions of employment of the faculty.
 5. The Association recognizes that the basic duty of each faculty employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by Quincy College.
- B.
1. As to all matters covered by this Contract, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure, custom or writing not incorporated in this Contract.
 2. Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the Board as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.
 3. The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Contract; and that this Contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Contract shall continue in effect, except as Article XXXIII hereof expressly otherwise provides. The Board has, and will continue to retain, whether exercised or not, all of the rights, powers and authority delegated to it in the future by any statute, by-law, legal decision or ordinance. The Board shall have the sole right, responsibility and prerogative to manage, supervise and control the affairs of Quincy College and to direct the working forces and to exercise its duties and responsibilities.

ARTICLE II

RECOGNITION

A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of agreements and any questions arising hereunder, the City recognizes the Association as the exclusive representative of all employees in the following positions:

Teaching Faculty - full time and part-time at 0.5 and above
Tutors - full time and part-time at 0.5 and above
Librarians
Program Chairs and Coordinators - Teaching and Non-Teaching
Counselors - full time and part-time at 0.5 and above
Reading Associate (Student Services)
Science Laboratory Coordinators
Grant Funded Positions if otherwise included in unit.

B. All other positions not specifically included herein are excluded.

C. In the event the College creates a new professional position or modifies an existing position, it shall inform the Association of said position and provide it with a job description simultaneously with the posting or modification of any position. If the Association wishes to challenge the unit placement of said position, it shall so notify the College within ten days of receipt of the notice and all parties shall meet to resolve the matter. If the parties are unable to come to agreement, the matter may be submitted to final and binding arbitration under the Expedited Rules for Arbitration of the AAA for unit placement.

ARTICLE III

PAYROLL DEDUCTIONS

A. Union Dues.

The Board hereby accepts the provisions of Section 12 of Chapter 150E of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the City of Quincy all payroll deductions for payment of dues to the Association duly authorized by members. Such authorization shall be given to the Office of Human Resources on a dues authorization form as shall be from time to time given to the College by the Association.

B. Agency Fee.

1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her continued employment during the life of this Agreement that said teacher pay to the Association, on or after the thirtieth day following the beginning of his/her employment, a service fee which shall be

proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the treasurer of the Association.

2. The Association agrees to indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the City in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of Chapter 180, Section 17G or for any action taken by the City to enforce the so-called Agency Service Fee.

C. Voluntary Contributions.

The Board agrees to deduct from the salaries of members voluntary contributions to Quincy Voice of Teachers in Education (Q-VOTE) and/or the Massachusetts Teachers Association Voice of Teachers in Education (MTA-VOTE). Members shall designate the amount of said deduction(s), if any, in September of each year and such voluntary contribution(s) to Q-VOTE and/or MTA-VOTE shall be deducted from member's salary along with the dues deduction in Section A (above) as a combined amount. The Quincy City Treasurer shall transmit deducted amounts to the Association immediately upon receipt and it shall be the exclusive responsibility of the Association to separate deducted amounts into designated dues, agency service fee, Q-VOTE and/or MTA-VOTE accounts.

D. The Board agrees to deduct from the salary of members, deductions for health insurance on a pre-tax basis.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A. GENERAL STATEMENT

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which, from time to time, may arise and affect wages, hours, and conditions of employment covered by this Agreement.

2. The timelines set forth herein may be extended by the mutual agreement of the parties in writing.

B. DEFINITION OF A GRIEVANCE

A grievance is an allegation of a violation of any of the express provisions of this Agreement. A grievance may be brought by a member or group of members. Hereafter, all references to person, teacher, or employee shall be considered to mean member or group of members.

GRIEVANCE AND ARBITRATION PROCEDURE:

A. INFORMAL RESOLUTION

The aggrieved member shall first discuss the grievance with his/her appropriate immediate supervisor, and the Chairperson of the Professional Rights and Responsibilities Committee, with the objective of resolving the matter informally. The appropriate immediate supervisor shall be the Dean who supervises such member. For librarians, the appropriate immediate supervisor shall be the Director of Library Services.

STEP 1

- a. Within thirty (30) calendar days of when the member reasonably knew or should have known of an alleged violation of this Agreement, the aggrieved member may file the grievance in writing with the Vice-President for Academic Affairs.
- b. Within fourteen (14) calendar days after receipt of the written grievance by the Vice-President, the Vice-President will meet with the aggrieved member in an effort to resolve it. The Vice-President shall respond to the grievance in writing within fourteen (14) calendar days of meeting.
- c. If the written grievance is not forwarded to the Vice-President within thirty (30) calendar days after the member learned or should have learned of the act or condition on which the grievance is based; then the grievance will be considered as waived. Each written statement of grievance shall include (1) a concise statement of the facts constituting the grievance, (2) a reference to the applicable provisions of this Contract, (3) the date upon which the act or omission giving rise to the grievance occurred, and (4) the dates of all prior written presentations, if any.

STEP 2

If the aggrieved member is not satisfied with the disposition of his/her grievance at Step 1 or if the Vice-President has not responded to the grievance within the above timelines, then the aggrieved member may file the grievance in writing with the College President. The grievance at Step 2 must be filed within fourteen (14) calendar days from the date of the Vice-President's response at Step 1 or the date the Step 1 response was due, whichever is sooner, otherwise the grievance shall be waived. Within fourteen (14) calendar days of receipt of the written grievance, the President will meet with the aggrieved member in an effort to resolve it. The President shall respond to the grievance in writing within fourteen (14) calendar days of meeting.

STEP 3

If the aggrieved member is not satisfied with the disposition of his/her grievance at Step 2 or if the President has not responded to the grievance within the above timelines, then the aggrieved member may file the grievance in writing with the Labor Relations Committee of the Board of Governors for Quincy College. The grievance at Step 3 must be filed within fourteen (14) calendar days from the date of the President's

response at Step 2 or the date the Step 2 response was due, whichever is sooner, otherwise the grievance shall be waived. Within thirty (30) calendar days of receipt of the written grievance, the Labor Relations Committee will meet with the aggrieved member in an effort to resolve it. The Labor Relations Committee will present its recommendation on the grievance to the Board of Governors at its next regularly scheduled Board meeting. The Board of Governors shall respond to the grievance in writing within fourteen (14) calendar days of the meeting at which the Labor Relations Committee's recommendation is made.

STEP 4

a. If the aggrieved member is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within the timelines set forth above, then the aggrieved member and the Association may submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration must be filed within thirty (30) calendar days from the date of the Board of Governor's response at Step 3 or the date the Step 3 response was due, whichever is sooner, otherwise the grievance shall be waived.

b. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under such rules.

c. The arbitrator shall have the authority to settle only a grievance which concerns an alleged violation of the express terms of this Agreement. This arbitrator shall have no power to add to, subtract from, or modify this Agreement.

d. The arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings or if oral hearings have been waived, then the date of the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and to the Association and will be final and binding.

e. The costs for the services of the arbitrators, including per diem expenses, if any, and actual necessary traveling and subsistence expenses will be borne equally by the Board and Association. Each party shall bear its own expenses for the presentation of its case.

B. All documents, communications and records dealing with the processing of a grievance will be filed apart from the personnel files of the participants, except as may be required to implement the disposition thereof.

C. No reprisal of any kind shall be taken by any party hereto against any member who participates in any way in any grievance proceeding by reason of such participation.

D. A written record shall be made of the disposition of any grievance at Step 1, Step 2, Step 3, or Step 4. If such disposition becomes final by acceptance by the Association, such disposition shall apply to all future grievances based on the same or similar facts.

E. Arbitration, pursuant to this Article, shall be the exclusive remedy available to members of the Association in the event that the grievance is not disposed of under Steps 1, 2, or 3.

F. Times for meetings to discuss grievances shall be scheduled outside of members' regular work hours unless, in the judgment of the President, in the case of a Step 1 or 2 proceeding, or of the Board of Governors, in the case of a Step 3 proceeding, a meeting during work hours is desirable to facilitate the production of appropriate information. Attendance by members and by the Association representatives shall constitute authorized absence without loss of pay. The Association agrees that absences during work hours shall be avoided whenever they would interfere with the conduct of the educational program and that the right to take such absences shall not be abused.

ARTICLE V

DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM AND RELATED EDUCATIONAL PROGRAMS, TEXT BOOKS

The Board and the Association agree that the faculty is and should continue to be a major source of developments and innovations in improving the education programs carried on at Quincy College. The parties agree further that the faculty shall participate in the selection of textbooks, and in the overall coordination of studies, projects and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent educational and related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the College's administration and faculty.

ARTICLE VI

SCHOOL HOURS AND YEAR

Section 1

The Board determines, subject to law and to applicable regulation of superior authority, the opening and closing times of each semester. As soon as reasonably possible and, if practicable, not later than June 15, the Board shall fix the school calendar for the next following academic year and shall advise the Association and the members of

such calendar dates. The calendar shall be posted. It is understood that the calendar and the beginning and end dates of each semester may be changed by the Board after consultation with the Association if necessary to meet unanticipated circumstances or emergencies.

Each full time faculty member at Quincy College may be required to teach 15 semester hours per week. In addition each full-time faculty member shall hold 15 hours per week for office hours, meetings (maximum of 3 hours/week) and for advising services to students. Each shall assist in proctoring examinations within the 30 hour schedule. In the event that a member at Quincy College is required to teach 16 or 17 semester hours per week, then the 15 hours per week for office hours, meetings and advising services shall be reduced to 14 or 13 respectively so that the total shall be no more than 30 hours per week. Clinical Hours in the Division of Nursing and Division of Natural and Health Sciences shall be credited on a 1:1 basis as teaching hours.

All other members shall be in attendance at the College for such periods of time as may be required for the discharge of their responsibilities which shall normally include, in the case of members who are counselors, the daytime hours of most students attendance, and members who are librarians or in charge of other special facilities, the hours during which such facilities are open for student use.

Section 2

The work year for College members shall not exceed 162 days, and shall be scheduled between September 1 and May 31 in accordance with an Academic Calendar provided by the administration and within the following parameters:

- a.) up to 150 instructional days;
- b.) up to 12 college-wide-non-instructional days which can be used for professional development, curriculum development, assessment activities, advising students (minimum of 3 days, which may be used in half day increments of full work days), and college meetings. Up to 2 of the non-instructional days may be scheduled the last two (2) working days before September 1, but not earlier than August 28 for professional development and/or advising.

If the College opts to schedule such August workdays, it must provide notice to the Association on or before March 1 of the previous academic year.

- c.) At least two (2) hours of one non-instructional day prior to the commencement of the fall student semester shall be provided to the QEA for new member orientation.

The work year shall provide for a mid-year break during which work days shall not be scheduled except that no more than four (4) college-wide non-instructional days may be scheduled on consecutive business days immediately preceding the

commencement of classes for Spring semester or except for members in Nursing or Health Sciences programs that require such scheduling.

Section 3

Additional Coursework: The parties agree that members of the bargaining unit who voluntarily contract to teach additional day courses during the fall or spring semesters will be compensated at the adjunct faculty rate. The parties further agree that such work is not to be considered bargaining unit work, that the adjunct rate shall not become an item of negotiation, and that there shall be no change in the current practice of how bargaining unit members are employed to teach adjunct courses.

ARTICLE VII

PHYSICAL FACILITIES FOR MEMBERS

The Board and the Association agree that all new school construction should include the following facilities and that, where practicable without substantial expenditure, they should be provided in existing school structures, namely:

1. A separate workroom in each building with adequate equipment and supplies to aid in the preparation of instructional materials.
2. An appropriately furnished room to be reserved for the use of members as a faculty lounge. A pay telephone may be installed in each room.
3. A system whereby members can effectively and expeditiously communicate with the President's office from their classrooms.

The Board and the Association agree that all schools shall include, within two (2) years from September 1, 1971, space in each classroom in which members may safely store instructional materials and supplies.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT

The College and the Association agree that if members are to maintain their competence as educators and to continue to contribute effectively to the educational goals of Quincy College, members should undertake professional development on a continuing basis. The College may establish formal requirements as to courses to be taken, conferences to be attended, or other means of professional improvement to be undertaken by members as a condition of employment for additional compensation awarded for earned credits as set forth at Article XXII, Section B, but shall not include courses or other professional development taken by an individual to meet the minimum qualifications of the individual's position. No such requirements not in effect at the effective date of this Contract shall be adopted or any requirement then in effect be changed by the College unless the Association shall have assented to the same. The

College may also authorize or approve the taking of a course, the attendance at a conference, or the undertaking of other means of professional improvement by a member whether or not the same be required. Any such approval or authorization shall be given in advance in writing signed by the President or Vice-President for Academic Affairs.

To the extent that such payments are permitted by law, the College shall pay, or reimburse members for, the tuition and fees incurred by members for courses required, authorized or approved as provided above or for expenses of attendance at conferences or of undertaking other means of professional improvement so required, authorized or approved, provided, however that no payment or reimbursement shall be made in respect of any course taken for the purpose of additional compensation awarded for earned credits as set forth at Article XXII, Section B.

The Board shall cause to appear in its budget the sum of \$2,000.00 for funding said payments, for members.

Members may apply for reimbursement of expenses for professional development. Funds for tuition reimbursement, expenses for attendance at conferences or for undertaking other means of professional improvement may be awarded to individual members who submit a completed application to the Professional Development Committee.

The Professional Development Committee shall be composed of a Chairperson designated by the President of the College, two (2) members from Bargaining Unit D, two (2) members from Bargaining Unit E and two (2) members who are not in a bargaining unit.

The Committee shall develop an application form and a review process that will give consideration to the nature of the request, how the professional development activity relates to the member's current position and responsibilities, the member's status or activities on college committees and the contribution such professional development activity will have on the teaching and learning process. Funds may be approved for programs, projects and activities related to scholarly activity, research, and/or continuing education.

Funding shall be made available on a fiscal year basis. No roll over of applications or funds shall be permitted from one fiscal year to the next. The distribution of funds shall be made with consideration of the total amount of professional development funds available per each half of the fiscal year, the total number of applications received in each half year provided that no applicant shall receive more than \$1000 per application.

Requests for funds for the first half of the fiscal year must be submitted no later than December 1 for expenses incurred between July 1 and December 31 and no later than June 1 for expenses incurred between January 1 and June 30. No applications for Professional Development funds may be rolled over from one fiscal year to the next.

Reimbursement for academic courses shall be made only for courses completed by December 31 or June 30 and only when credit is granted from a regionally accredited institution. The member must submit documented proof of course completion and have achieved a grade of B or higher.

Professional Development funds may be used for the following reimbursable activities when the activity is in support of continuing scholarship, including the improvement of content knowledge or teaching skills: conference registration fees, conference travel (hotels, air fare, mileage, taxi, etc. – air fare is limited to \$200.00), books and supplies for research and professional development, and tuition, fees, research, course materials for academic study or professional licenses. Professional Development funds may not be used for membership fees in any professional organization.

Any unit member who receives funding in any fiscal year is not guaranteed future funding in the current year or next fiscal year. Requests for reimbursement must include the requisite supporting documentation including original payment receipts, copies of credit card payment (with redacted confidential account data), original travel receipts, confirmation of mileage for use of personal automobiles (e.g., Mapquest estimate), documented proof of payment for tuition and/or course materials, and official document of final grade(s).

Decisions of the Professional Development Committee are final. The provisions of this Article shall not be subject to the Grievance and Arbitration provisions of Article IV.

ARTICLE IX

SICK LEAVE

Members shall be allowed 15 days of sick leave in each year for absences resulting from illness or accident of the member or of a member of his/her immediate family. Sick leave shall accumulate, to the extent not used, without limitation, the allowable absences in any year to be the number of days accumulated from prior years plus those allowed for such year. Sick leave benefits for part-time members shall be pro-rated.

No doctor's certificate shall be required for any absence of not more than five (5) working days on account of illness or accident. A doctor's certificate indicating the nature and continuance of disability will be required if the absence continues for the sixth consecutive work day and may be required for any repeated absence. This certificate shall be presented within (10) days of the beginning of the absence and the President may require further certificates for any continuing absence or questionable absences.

The sick leave allowable for any year shall be available in full at the commencement of the year provided that if any member shall not be present on the first day of classes in September he/she shall not be entitled to any sick leave allowable for such year unless he/she shall report for duty during such year. If he/she shall so report and shall thereafter serve one month, he/she may apply in writing for sick leave

allowance on account of the earlier absence, if such absence resulted from illness or accident. Any such application must be accompanied by a doctor's certificate meeting requirements of the next preceding paragraph.

Members shall be notified with each pay period of the number of days of unused sick leave which he/she has to his/her credit.

If the employment by Quincy College of a member shall cease because of his/her resignation, retirement or death after he/she has completed twenty (20) years of professional service in the system, he/she or his/her estate, as the case may be, shall be paid an amount equal to his/her full pay at the time his/her employment terminates, exclusive of stipends for extra services, for the number of days, not in excess of thirty (30) of his/her accumulated and unused sick leave.

Extended Sick Leave Plan

There shall be an extended sick leave plan subject to the following conditions:

1. A member must be out for thirty consecutive working days and have exhausted his/her own accumulated sick leave.
2. Thereafter, the Board shall pay two-thirds of the member's salary until the end of the academic year.
3. The Board may request any form of evidence of the member's disability, to wit: a report from the Board's own doctor.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

Each member shall be allowed up to five days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, father-in-law or member of his/her immediate household. Any of the five days in excess of three will be charged to sick leave.

Each member shall be allowed three days of leave with pay during each school year for observance of religious holiday days. Such leave shall be charged to either sick leave or personal leave at the member's discretion. Each member shall also be allowed two additional days of leave with pay, minus a substitute's pay, and additional days of leave without pay if required for the observance of such days.

The President may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills and expertise.

ARTICLE XI

PERSONAL LEAVE

Each member shall be allowed up to two (2) days of leave with full pay during each school year, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. It is the intention of the parties that leave under this Article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Except in emergencies, the member taking leave hereunder shall give his/her appropriate immediate supervisor written notice of his/her intention to take such leave at least one school day in advance of the day he/she proposes to be absent. A member need not specify his/her reason for taking leave under this Article.

Except in emergency situations which are authorized by the President or his/her designee, no personal leave shall be allowed three (3) days before or three (3) days after a vacation period. A member shall specify his/her reason for taking personal leave if it is sought for the day before or the day after a holiday occurring on a school day. The granting of leave on any such day shall be at the discretion of the President or administrator designated by him/her.

ARTICLE XII

SABBATICAL LEAVE

A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the President shall adhere to the following policies in respect to granting sabbatical leaves as recommended by the Accreditation Board:

1. No more than five percent (5%) or two (2) members, whichever is fewer, of the bargaining unit shall be absent on sabbatical leave at any one time.
2. Only those persons who have completed six (6) years as a unit member at Quincy College shall be eligible for sabbatical leave. There shall be a minimum interval of six years between sabbatical leaves except upon recommendation of the Accreditation Board.
3. Any member who desires to apply for sabbatical leave shall submit a written proposal to the Accreditation Board by March 1 if the leave is to commence the following September or by September 1 if the leave is to commence the following February.
4. In passing on a proposal for sabbatical leave, the Accreditation Board will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research study to Quincy College and

relationship to professional growth of applicant; urgency of proposed research or study, and distribution of candidates by College departments.

5. The Accreditation Board will make its recommendations to the President.
6. Any member accepting sabbatical leave shall enter into a written agreement with the President in accordance with Chapter 71, section 41A of the General Laws of Massachusetts. (See Exhibit A - law spelled out.)
7. When the sabbatical leave has been completed, the sabbatical scholar shall submit a report of his/her research or study for the President in such form as has been determined by the President.
8. The College will inform any member on sabbatical leave of opportunity for advancement and promotion and such member shall be considered for such advancement or promotion in the same manner as those who are presently in service.
9. Each member granted a full year's sabbatical leave shall have the right to return to a substantially equivalent position.
10. A sabbatical scholar on half-year leave shall receive full salary, including the current increment, and shall have the right to return to a position substantially equivalent to his/her former position.
11. A sabbatical scholar on a one-year leave shall receive two-thirds salary, including current increment.
12. During the member's absence, the College shall have the discretion to fill the member's position, or not, as the College deems appropriate.

B. The Accreditation Board shall consist of the President, the Vice-President designated by the President, an administrator designated by the administrators and three members of the bargaining unit designated by the Association. The administrator and the three members of the bargaining unit shall be appointed to two-year terms so arranged that each year the terms of two of these four persons shall expire. Wherever reference is made in the Contract to the Accreditation Board, it shall mean the Accreditation Board provided for by this clause.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

1. The Board agrees that up to three members designated by the Association shall, upon request, be granted leaves of absence for up to two years without pay for the purpose of engaging in activities of the National Education Association or of any of its local, state or national affiliates. The Board need not, however, grant such leave to any member who has been on sabbatical leave within the past two years or who could not be

replaced on temporary basis without substantial harm to the educational program at Quincy College. A decision by the Board not to grant such leave on the grounds that the member cannot be replaced as aforesaid may be submitted to arbitration under Article IV. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

2. A leave of absence without pay of up to two years will be granted to any member who joins the Peace Corps or any formal national or state program similar thereto in its social service or educational purposes, provided, that the Board need not grant such leave to any member who would not be granted leave under Paragraph One. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

3. Military leave will be granted to any member who is inducted or enlists in any branch of the armed forces of the United States, in accordance with applicable state and federal law. The period of such leave shall be the period of continuous active duty service. National Guard and reservist shall be granted time off without pay for required military training. Upon return from such leave, such member will be placed at the salary level he/she would have achieved if he/she had not been absent.

4. MMLA Leave: Upon completion of three months of full time service or the equivalent to a maximum of six months, female employees shall be entitled to eight weeks of unpaid maternity leave for birth or adoption pursuant to the Massachusetts Maternity Leave Act (M.G.L. Ch. 149, Section 105D, also referred herein as "MMLA").

Paid sick leave, pursuant to Article IX, may be used for the period of actual disability. The employee may be required to submit a doctor's note certifying the period of disability. MMLA leave will be considered to also qualify as FMLA leave, and will run concurrently.

5. FMLA Leave: All eligible members of the bargaining unit shall be eligible for unpaid leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves for:

- The birth of a child and in order to care for the newborn;
- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position;
- Any qualifying exigency, as defined in P.L. 110-181, Section 585(a), arising out of the fact that the spouse, son, daughter, or parent of the

employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

- Additionally, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member, as defined in P.L. 110-181, Section 585(a), who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member

All full time bargaining unit members shall presumptively be considered to have met the 1250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the College shall bear the burden to establish the employee did not meet the 1250 hour eligibility threshold

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before his/her anticipated date of departure and include an intended date of return.

Nothing in this section shall be interpreted to limit a member's right to utilize sick leave benefits as provided elsewhere in this Agreement, or to require any member to use sick leave, personal leave, or vacation time during any leave period.

Members seeking FMLA leave must comply with all requirements of the law, including but not limited to submission of applicable medical documentation from the unit member's, or his her family member's, health care provider.

6. Child Rearing Leave: An unpaid leave of absence for child rearing purposes shall be granted to any member who has served in a bargaining unit position for at least three (3) years. Child rearing leaves shall be granted for up to one (1) school year's duration following the birth, adoption, or placement of a child. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness will be required prior to return from such leave. A member on child rearing leave must notify the President in writing on or before March 1 of his/her intention to return to school the following September.

7. A leave of absence without pay, increment, or fringe benefits may be granted at the discretion of the President for the purpose of caring for a sick member of a member's immediate family.

8. A leave of absence without pay, increment or fringe benefits of up to two (2) years may be granted to any member for purposes of exploring an alternative career. Such leaves shall be granted solely at the discretion of the President.

9. The President may, at his/her discretion, grant a leave of absence without pay, increment, or fringe benefits to a member to campaign for or serve in a public office.

10. Any member whose absence because of continuing illness or effects of accident extends beyond the period of sick leave available to him/her may be granted additional leave of absence without pay at the discretion of the President, having in mind his/her prior service and the best interests of Quincy College .

11. Any member desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified above, shall apply in writing to the President, indicating the period of proposed absence and the reason therefor. All applications for leaves or extensions shall be acted upon in writing.

12. All benefits to which a member was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will, if practicable and consistent with the maintenance of educational standards and to the extent permitted by law, be returned to an assignment comparable to that which he/she held immediately prior to going on leave. Time taken as a leave of absence, except for those leaves that are designated as qualifying leave under the Family Medical Leave Act ("FMLA") or the Uniform Services Employment and Reemployment Rights Act ("USERRA"), will not count as time worked for the purpose of determining seniority or the accrual of benefits.

13. Members who intend to return from a leave of absence shall so notify the President by March 1 of the year in which they intend to return.

14. Members who are on a non-disability related unpaid leave of absence not covered by FMLA shall be offered continuance of health benefits through COBRA and shall be responsible for paying 102% of the cost of the monthly premium for health insurance, consistent with the policies and practices of the City of Quincy.

ARTICLE XIV

GROUP INSURANCE PLAN

Life Insurance, Accidental Death and Dismemberment Insurance shall be available to all members pursuant to the City Wide Group Insurance Plan to be financed by the Board and the participating members.

For details as to terms and conditions of benefits see the individual certificate issued to a member under the Group at time of enrollment and such modifications as any rider subsequently issued provides.

Medical and dental insurance shall be available to all members as set forth in the June, 2011 Memorandum of Agreement between the City of Quincy and the Public Employee Committee (PEC).

ARTICLE XV

TAX SHELTERED ANNUITY

So as to provide for a non-forfeitable annuity, payable upon retirement or termination of employment, a member may contract with the Board for the purchase of an annuity pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder. The College will provide members with a list of approved plans offered by the City of Quincy.

ARTICLE XVI

WORKER'S COMPENSATION BENEFITS

The Board agrees that the provisions of Chapter 152, Section 69, General Laws of the Commonwealth of Massachusetts, providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members.

ARTICLE XVII

DISCIPLINE AND DISMISSAL

1. **STATUTES APPLICABLE.** The parties agree that the provisions of such Sections 38H, 41, 42, 42D and 43 of Chapter 71 of the General Laws of Massachusetts, as shall be applicable to any particular case of a proposed suspension, dismissal, demotion or reduction in salary of a member shall apply as provisions of this Contract and that any amendments made to any of said Sections shall constitute amendments of this Contract. In the event that the legislation contemplated by Article XXXI is signed by the Governor, the Parties agree that the provisions of said legislation shall be applicable. Copies of said Laws are attached to this Contract as Exhibit A.

2. **ACTIONS RESPECTING MEMBERS TO WHOM STATUTES DO NOT APPLY.** The Board may, at its discretion, retain or terminate the services of a member not having Professional Teacher Status, but a claim that such action was taken in bad faith may be made the subject of grievance or arbitration proceeding hereunder.

3. Any serious complaints regarding a member made to any member of the Board, by, or coming to the President or Vice-President from any student or other person will be promptly called to the attention to the member.

4. No complaint or request, concerning a bargaining unit member, in the form of petition or otherwise, shall be made a part of the business of the Board meeting unless notification to attend such a meeting has been given to the staff member involved.

5. The Association recognizes the authority and responsibility of the College to discipline or reprimand, itself or by an administrator, a member for delinquency in

professional performance. If a member is to be disciplined or reprimanded by a member of the administration, however, he/she will be entitled to have a representative of the Association present. No member will be disciplined or reprimanded or deprived of any professional advantage without good and sufficient reason.

6. In such instances where a member who is subject to Chapter 71, Sections 42 or 42D, is suspended for more than seven days or is dismissed, such member shall have the rights enumerated under the above statutory Sections without recourse to and in lieu of grievance and arbitration procedures set out under Article IV.

ARTICLE XVIII

MEMBER'S ASSIGNMENTS

1. Members will be notified of their teaching assignments prior to the start of each semester, as soon as practicable and under normal circumstances not later than May 31 for the following Fall Semester and December 1 for the following Spring Semester. Such assignments are made by the College and are subject to change at the discretion of the President or his/her designee to meet the needs of the College.

2. Members may be assigned to campuses and locations based upon the member's current job description.

3. The following principles shall be applied in the reassignment or transfer of members:

- a. Volunteers shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability and other factors, including but not limited to the recommendations of the Vice-President involved, affecting the best interests of Quincy College and the students;
- b. When other factors are substantially equal, preference will be given to the volunteer with the greatest number of years of service at Quincy College;
- c. When involuntary transfers are necessary, a member's area of competence, major and/or minor field of study, quality of teaching performance, and length of service at Quincy College will be considered, together with instructional requirements and other factors affecting the best interests of the school system, in determining which member is to be transferred. Unless the best interests of Quincy College otherwise require, in the judgment of the Board, members being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the member involved and the President (or his/her designee), at which time the member will be notified of the reasons for the proposed transfer. In the

event that a member objects to the transfer at this meeting, upon the request of the member, the Association will be notified and the President (or his/her designee) will meet with the Association's representatives to discuss the proposed transfer.

4. For the purposes of this Article, for those members whose job description as of the date of hire was limited to a single campus, assignment to a College building which is outside of the boundaries of the City of Quincy shall be referred to as a relocation.

- a. No College faculty member shall be relocated involuntarily except in accordance with Section d or e (below).
- b. If a College faculty member desires a relocation, application shall be made in writing to the President or his/her designee.
- c. In the event there is a reduction in force pursuant to Article XXVIII of this Agreement, said reduction in force shall follow the procedures set forth in said Article with lay-offs determined by seniority regardless of the location of the work site.
- d. If a lay-off, the creation of new position not filled by Section 4(b) (above), the elimination of a position or any other circumstance, creates a situation where a College faculty member must be relocated, the least senior College faculty member within the discipline shall be given the option of relocation or lay-off.
- e. No College faculty member shall be relocated either full-time or part-time if there are adjunct staff teaching a sufficient number of courses during the day session within the discipline of the impacted member sufficient to comprise the course load, or balance thereof, of the impacted member.

ARTICLE XIX

PROMOTIONS

1. All vacancies in promotional positions within the unit, if the College decides to fill, shall be filled pursuant to the following procedure:

- a. Such vacancies shall be publicized to members by electronic notification to the Association President and the members as far in advance of the date of filling such vacancy as practicable (ordinarily at least 30 days).
- b. Said notice of vacancy shall clearly set forth the qualifications for and the duties of the position and the compensation rate or range therefor.

- c. Members who desire to apply for such vacancies shall file their applications in writing with the Office of Human Resources within the time limit specified in the notice.
 - d. The Board may give notice of such vacancies, or otherwise seek applicants to fill the same, in such other ways as it in its discretion shall deem appropriate.
 - e. Such vacancies shall be filled on the basis of merit. Where merit is substantially equal, preference will be given to qualified members of the bargaining unit.
 - f. Insofar as practicable under the circumstances, appointments will normally be made not later than 60 days after the notice is posted.
2. Promotional positions are defined as follows: positions within Unit D paying a locally-funded salary differential.
 3. The College will consider any criteria, in addition to or modification of those provided in this Contract, which the Association may suggest for use in the selection of persons to fill vacancies in promotional positions. At that time when the creation of a new promotional position is proposed the College will consider recommendations which the Association may make as to qualifications for and specifications of the positions and the compensation therefor.
 4. On the screening committee which interviews and recommends candidates for promotional positions at the Administrative-supervisory level, there will be a representative designated by the Association.
 5. Nothing in this Contract shall restrict the right of the College, exercising its judgment consistently with provisions hereof, to fill vacancies by appointment to other than members covered hereby.

ARTICLE XX

POSITIONS IN SUMMER AND EVENING SCHOOLS AND UNDER FEDERAL PROGRAMS

1. All teaching positions in summer school, evening school and under federal programs will be publicized each year, or each contractual period under a federal program, by sending a notice to the Association and each Vice-President and by posting a written note on a bulletin board in every school as early as possible. Members who have applied will be notified of action taken regarding their application as early as possible.
2. No position shall be filled by a person not covered by this Contract if there is an equally qualified applicant for such a position who is a member.

3. In filling such positions consideration will be given to a member's area of competence, major and/or minor field of study, quality of teaching performance, attendance, record, length of service at Quincy College, and, in case of summer or evening school, teaching experience.

ARTICLE XXI

MEMBER EVALUATIONS

The following principles shall be applied in the evaluation of member performance:

1. a. All monitoring or observation of the work performance of a member will be conducted openly and with full knowledge of the member. No public address or audio systems or other device permitting monitoring or observation of work performance other than by an individual present in the room shall be employed except with the prior knowledge and consent of the member. Nothing herein shall preclude classroom visitation by an administrator, with or without notice, for purposes other than evaluation.

b. Member performance shall be evaluated in light of all evidence pertinent to the discharge of the member's professional responsibilities and his/her exercise of professional judgment and not solely by his/her work in the classroom. Members shall be evaluated pursuant to the Quincy College Faculty Evaluation Process and Instruments attached hereto and incorporated herein as Exhibit E.

c. A copy of each evaluation report shall be furnished to the member evaluated who shall have the right to discuss the same with the maker of the report.

2. a. A member will have the right, upon written request, to review the contents of his/her personnel file and to have a representative of the Association accompany him/her.

b. No material originating after original hiring which is derogatory to a member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the President or his/her designee and attached to the file copy.

c. (i) File drawers containing personnel files shall be locked at all times, except during business hours of the Office of Human Resources.

(ii) No persons, other than the member, members of the Board, the Vice-Presidents or his/her clerical designee, the President or his/her clerical designee, or the members of the Association's

personnel screening committee, shall have access to a member's personnel file.

ARTICLE XXII

SALARY

A. Members appointed on or after August 28, 2013 shall be compensated as follows:

| | | |
|--|--|---|
| Minimum Starting Salary:*** | | |
| | Bachelor's Degree | \$39,000 |
| | Master's Degree | \$43,000 |
| | Doctorate Degree | \$48,000 |
| Additional Educational Credits | | |
| | For every 15 credits over a Masters Degree and up to a Doctorate Degree from a regionally accredited institution | \$1500 |
| Outside Experience: Max \$5000.00 total | | |
| | College Level Teaching – FT | \$500/year Max of 10 years |
| | College Level Teaching – PT | \$50/3 credit course Max 20 courses |
| | NonTeaching Experience – FT and directly related to the Teaching Field | Up to \$2500 for nonteaching experience at the discretion of the College. |
| ***Starting minimum salary is as set forth above. The College retains the right to establish higher starting salaries for those positions for which it is difficult to attract or retain candidates. | | |

- B. Members will receive the following increases to their base pay. Part-time Members shall receive a pro-rata amount:

| Effective Date | Members who would have been eligible for a step increment on the discontinued Salary Schedule | Members who would have reached maximum step of their respective level on the discontinued Salary Schedule and Members Appointed on or after 8/28/2013 (and have completed a year of service) |
|----------------|---|---|
| 8/28/2014 | \$2700 | \$2200 |
| 8/28/2015 | \$3200 | \$2300 |
| 8/28/2016 | \$3400 | \$2400 |

C. Additional Compensation for Earned Credits

1. Effective August 28, 2014, a member who has completed 15 semester hours of credit beyond his/her last earned degree or level on the Discontinued Salary Schedule shall receive a \$1500.00 increase to base salary. In addition, a member who has completed his/her dissertation, thereby earning a terminal doctorate degree, defined as a Ph.D. or Ed.D., shall receive a \$1500.00 increase to base salary. The following conditions apply to all of the foregoing:
 - a. The member submits notification to the Human Resources Office of anticipated attainment of said credits and/or doctorate degree by December 31, 2013 and proof of attainment by August 15, 2014; and,
 - b. The program of study and degree submitted for credit receives approval from the office of Human Resources before being undertaken.

The conditions above also apply to members hired on or after August 28, 2013, for credits and/or doctorate degree earned after date of hire.

2. The Parties agree that there will be no additional monies paid to members for educational advancement during the 2015-2016 Contract Year.
3. Effective August 28, 2016, a member who has completed 15 semester hours of credit beyond his/her last earned degree or level on the Discontinued Salary Schedule shall receive a \$1500.00 increase to base

salary. In addition, a member who has completed his/her dissertation, thereby earning a terminal doctorate degree, defined as a Ph.D. or Ed.D., shall receive a \$1500.00 increase to base salary. The following conditions apply to all of the foregoing:

- a. The member submits notification to the Human Resources Office of anticipated attainment of said credits and/or doctorate degree by December 31, 2015 and proof of attainment by August 15, 2016; and,
- b. The program of study and degree submitted for credit receives approval from the office of Human Resources before being undertaken.

The conditions above also apply to members hired on or after August 28, 2013, for credits and/or doctorate degree earned after date of hire.

ARTICLE XXIII

ADMINISTRATION OF SALARY

1. The Basic Salary structure set forth at Article XXII is designed for the full-time instructional staff of Quincy College.
2. The salary paid under the Basic Salary Schedule shall be deemed to have been earned proportionately during the school year and shall be paid proportionally in 21 payments during the school year; or if a member so elects in 26 equal payments on a 12-month installment basis (no lump sum payments). The 21-payment plan will be available to members in the employ of Quincy College as of June 1 of each year. Teachers electing the 21-payment plan will receive 1/42nd of their salary the first pay day; 19 equal payments of 1/21st of salary; and the final check at the end of the school year will be 3/42nds of salary. The election made in June is irrevocable for the next school year. In the event that the service of a member shall be discontinued during a school year for any reason other than dismissal for cause, or resignation, except resignation because of pregnancy, any amount of salary earned but unpaid to the date of the termination shall be paid to the member or his legal representative, as the case may be.
3. In lieu of the paychecks described in Section 2 (above), members may elect to have their total net pay deposited directly into their bank accounts.

ARTICLE XXIV

LUNCH PERIOD: EXTRA CURRICULAR ACTIVITIES

1. No member shall be assigned to a schedule of duties pursuant to Article XVIII which does not provide a duty-free lunch period each school day.

2. The Board and the Association recognize that while participation by members in extracurricular activities sponsored by Quincy College and attendance by members at evening meetings related to College matters are desirable as general propositions, participation by a particular member at a particular meeting is not to be required as a condition of employment but is to be decided by such member in the exercise of his/her professional judgment.

ARTICLE XXV

NON-PROFESSIONAL DUTIES

The Board and the Association acknowledge that a member's primary responsibility is to teach and that his/her energies should to the extent practical be used to this end.

ARTICLE XXVI

OBSERVANCE OF DUTIES

This Association agrees that it will not take or encourage the taking of any action contrary to the laws of Massachusetts pertaining to strikes or withholding of services of public employees.

ARTICLE XXVII

PROTECTION

A. Members will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the President in writing.

B. This report will be forwarded to the Board which will comply with any reasonable request from the member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member, the police and the courts. In addition any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.

C. The Board will provide the indemnification for members provided by Section 9 of Chapter 258 of the General Laws of Massachusetts under the conditions set forth in that Section and will include in its budget an appropriation request necessary to provide such indemnification. A copy of said Section 9 is attached hereto as Exhibit D.

ARTICLE XXVIII

REDUCTION IN FORCE

Subject to the provisions of this Agreement, the Board retains the right to determine the number of teaching positions and other bargaining unit positions which are needed in the College and also retains the right to determine employees to be laid off.

1. A unit member having Professional Teacher Status shall not be laid off if there is a unit member not having Professional Teacher Status whose position the member having Professional Teacher Status is qualified to fill.

2. Upon determination by the Board that there shall be lay-offs in any discipline, as set forth below, the following procedures shall apply to unit members having Professional Teacher Status only.

Within the following disciplines, layoffs shall be determined by seniority. In determining the order of teachers to be laid off, teachers shall be laid off by discipline. For the purposes of this Article, discipline shall be by College department.

3. Seniority is defined as the length of continuous service from date of initial appointment to a bargaining unit position at Quincy College. Authorized leaves of absence up to twelve (12) weeks, or sabbatical leaves shall be considered time worked for purposes of seniority and lay-off. Authorized leaves of absence without pay shall be considered as continuous service, but will not be considered as time worked for seniority and lay-off.

In cases involving members who have identical seniority, preference for retention or recall shall be given to the member who has achieved the highest level of training, including degrees and courses, with preference for academic credentials within the discipline and teaching experience in the subject area.

4. Members who are to be affected by a reduction in staff shall be notified in writing no later than May 30th of the school year preceding the year in which the reduction will take effect. At the same time that notice is given to the unit member, the College shall notify the Association President of the impending retrenchment.

5. Laid-off members may continue group Health and Dental Insurance coverage during the recall period of in accordance with COBRA. Such members may also continue life insurance coverage for a period of up to 18 months by submitting the full cost of applicable premiums to the College. Failure to forward premium payments to the College or refusal to return to employment upon recall will terminate this option.

6. Members who are on lay-off because of reduction in force shall be on a recall list for the first eighteen months of layoff and shall have preference over new applicants for any new position or full-time vacancy that the Board is going to fill. The failure of a member to accept the assignment within fifteen (15) work days of notification thereof shall automatically remove that member from the recall list.

7. On or before January 1 of each year, the Board shall prepare and promulgate a complete seniority list. Said seniority list shall contain the names of each member, his/her seniority and the disciplines in which (s)he is teaching and competent as defined by Section 2 and 5 of this article. A copy of said list shall be placed in each school building of Quincy College with three (3) copies sent to the Association.

ARTICLE XXIX

PRESERVATION OF RIGHTS

As a result of the enactment of Chapter 53 of the Acts of 1994 transferring the governance of Quincy College from the City of Quincy School Committee to the Quincy College Board of Governors:

- A. It is agreed by the parties that members of the bargaining unit who are assigned to the College shall be transferred to and shall become employees of the Board or other entity without loss of seniority or creditable service, without interruption of coverage for group life and health insurance benefits, and without reduction in compensation or change in years of service for placement on the salary schedule.
- B. Notwithstanding the provisions of Article I, Section B.1, all matters of hours, wages and conditions of employment which are not specifically covered by this Agreement and which involve members of the College faculty shall be controlled by past practice.

ARTICLE XXX

RANK AND TENURE

Section A: Rank

1. For faculty members appointed before August 28, 2013, there shall be two (2) ranks:
 - a. Instructor – so named upon hiring; and,
 - b. Professor – upon achieving tenure per Article XXXI, Section B, below.
2. For faculty members appointed on or after August 28, 2013, there shall be four (4) ranks:
 - a. Instructor
 - b. Assistant Professor
 - c. Associate Professor
 - d. Professor.

Faculty appointed on or after August 28, 2013 may be appointed initially at the rank of Instructor or Assistant Professor. Initial appointment at the rank of Assistant Professor requires the faculty member to have achieved a

Master's Degree in the respective discipline and no less than two (2) years prior full time teaching experience.

Faculty hired at the rank of Instructor shall be promoted to the rank of Assistant Professor after completion of no less than three (3) full years in rank plus either a minimum of five (5) years full time teaching experience or attainment of a Master's Degree in the respective discipline.

Promotion to the rank of Associate Professor shall require a minimum of three (3) years time in rank as Assistant Professor and attainment of either a Master's Degree plus 30 graduate credit hours, second Master's Degree or C.A.G.S.

Promotion to the rank of Professor shall require a minimum of three (3) years time in rank as Associate Professor and attainment of a Doctorate.

Academic degrees must have been awarded by regionally accredited institutions.

Section B: Tenure

The tenure status designations set forth below are separate and apart from the rank designations set forth at Section A.

Section 1: Non-Tenure Status – Years 1 – 3:

Notwithstanding the provisions of any general or special law to the contrary, during the first three (3) years of a Faculty Member's service at Quincy College, said Faculty Member shall be deemed to be Non-Tenured and have such rights as a teacher without professional teacher status as set forth in M.G.L. c. 71.

Said Faculty Member shall be notified in writing on or before May 30 whenever such person is not to be employed for the following academic year. Unless such notice is given as herein provided, said Faculty Member shall be deemed to be appointed for the following academic year.

Section 2: Non-Tenure Status – Years 4 – 6:

Notwithstanding the provisions of any general or special law to the contrary, a Faculty Member who has served at Quincy College for the three (3) previous consecutive academic years may be dismissed using the criteria and process for teachers with professional teacher status as set forth in M.G.L. c. 71, §42.

Said Faculty Members may be subject to non-renewal at the end of their fourth, fifth, or sixth consecutive academic years by notification in writing on or before May 30. Said Faculty Members shall not be non-renewed except for good cause.

Section 3: Tenure Status – Years 7 or More:

Notwithstanding the provisions of any general or special law to the contrary, a Faculty Member who has served at Quincy College for six (6) previous consecutive academic years shall be entitled to all rights and privileges provided to Teachers With Professional Teacher Status in M.G.L. c. 71.

ARTICLE XXXI

COLLEGE COORDINATORS

A. Titles

The provisions of this Article shall apply to College Chairs and Coordinators.

The College reserves the right to create additional coordinator positions or to eliminate such positions depending upon the needs of the College.

B. Work Year

For Allied Health Chairs and Coordinators, Non-Allied Health Chairs, and Science Lab Coordinator, the work year shall be 200 days. The scheduling of the work year shall be handled as follows:

1. The work year shall commence as described in Article VI, Section 2B.
2. Between the first day of the work year and September 30, affected members shall meet with the appropriate Dean(s) to establish the schedule for the remainder of their work year.
3. The work schedule will be established by mutual agreement between the affected member and the Dean based upon the needs of the College, as determined by the College, and after input from the member. In the event no mutual agreement is reached, the schedule will be determined by the Dean or Vice-President as determined by the College.
4. The schedule is subject to the approval of the Vice-President for Academic Affairs by October 15.
5. The schedule may be changed by mutual agreement.

C. Work Week

The work week for Coordinators shall be 30 hours.

D. Compensation

Allied Health Chairs and Coordinators, Non-Allied Health Chairs, and Science Lab Coordinator shall be paid as follows:

Based upon the Quincy College Faculty Compensation Structure defined at Article XXII plus a salary ratio as compensation for the additional time, administrative, supervisory, and programmatic responsibilities of said positions.

1.14 Ratio Positions:

Science Lab Coordinator

Chair, Biotechnologies and Compliance

Chair, Medical Laboratory Technician Program

Chair, Physical Therapy Assistant Program

1.12 Ratio Positions:

Clinical Coordinator, Division of Nursing

E. Vacation or Holidays

There shall be no paid vacations or holidays for Coordinators, who shall be paid on the basis of days actually worked, with the exception of paid leave as provided in this Agreement.

ARTICLE XXXII

DURATION


This Agreement shall become effective August 28, 2014 and shall remain in full force and effect through August 27, 2017.

IN WITNESS WHEREOF the parties of this Contract have caused these presents to be executed by their agent hereunto duly authorized, and their seals to be affixed hereto, on the date first above written.

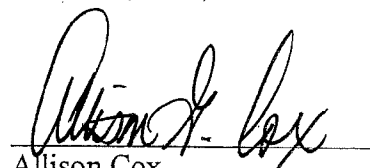
CITY OF QUINCY

QUINCY EDUCATION
ASSOCIATION, INC., UNIT D

By:


Thomas P. Koch,
Mayor

By:


Allison Cox
Its President

QUINCY COLLEGE BOARD OF GOVERNORS

By:

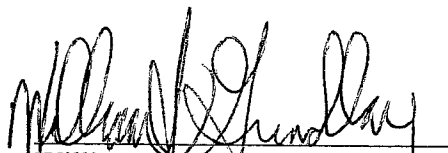

William P. Grindlay,
Its Chairman

EXHIBIT A

GENERAL LAWS CHAPTER 71

SECTIONS 41, 41A, 42, 42D, 43

Section 41 Professional Teacher Status

For the purposes of this section, a teacher, school librarian, school adjustment counselor, school nurse, school social worker or school psychologist who has served in the public schools of a school district for the three previous consecutive school years shall be considered a teacher, and shall be entitled to professional teacher status as provided in section forty-two. The superintendent of said district, upon the recommendation of the principal, may award such status to any teacher who has served in the principal's school for not less than one year or to a teacher who has obtained such status in any other public school district in the commonwealth. A teacher without professional teacher status shall be notified in writing on or before June fifteenth whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without such status shall be deemed to be appointed for the following school year.

School principals, by whatever title their position may be known, shall not be represented in collective bargaining, but every principal, upon the written request of the principal, shall meet and discuss the terms and conditions of the principal's employment in the principal's school district with such district's superintendent or the superintendent's designee, at a time to be determined by the superintendent and may be represented by an attorney or other representative. School principals shall enter into individual employment contracts with their employing districts concerning the terms and conditions of employment. The initial contract with each individual school district shall be for not less than 1 year nor more than 3 years. The second and subsequent contracts shall be for not less than 3 nor more than 5 years unless: (i) said contract is a 1 year contract based on the failure of the superintendent to notify the principal of the proposed nonrenewal of his contract pursuant to this section; or (ii) both parties agree to a shorter term of employment. Notwithstanding the past employment conditions of a school principal, the conditions established by this paragraph shall apply to the initial contract of each school principal. Failure of the superintendent to notify a principal of the proposed nonrenewal of his contract at least sixty days prior to the expiration date of such contract shall automatically renew the contract for an additional one year period.

Except as provided herein, section forty-two shall not apply to school principals, assistant principals or department heads, although nothing in this section shall deny to any principal, assistant principal or department head any professional teacher status to which he shall otherwise be entitled. A principal, assistant principal, department head or other supervisor who has served in that position in the public schools of the district for three consecutive years shall not be dismissed or demoted except for good cause. Only a superintendent may dismiss a principal. A principal, assistant principal, department head or other supervisor shall not be dismissed unless he has been furnished with a written

notice of intent to dismiss with an explanation of the grounds for the dismissal, and, if he so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the superintendent at which meeting such employee may be represented by an attorney or other representative to present information pertaining to the bases for the decision and to such employee's status. A principal, assistant principal, department head or other supervisor may seek review of a dismissal or demotion decision by filing a petition with the commissioner for arbitration. Except as provided herein, the procedures for arbitration, and the time allowed for the arbitrator to issue a decision, shall be the same as that in section forty-two. The commissioner shall provide the parties with the names of three arbitrators who are members of the American Arbitration Association. The arbitrators shall be different from those developed pursuant to section forty-two. The parties each shall have the right to strike one of the three arbitrator's names if they are unable to agree upon a single arbitrator from amongst the three.

A school committee may award a contract to a superintendent of schools or a school business administrator for periods not exceeding six years which may provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties or office, liability insurance, and leave for said superintendent or school business administrator. Nothing in this section shall be construed to prevent a school committee from voting to employ a superintendent of schools who has completed three or more years' service to serve at its discretion.

Section 41A Leaves of Absence of Professional Staff

The school superintendent may grant a leave of absence for study or research to any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, or assistant superintendent, serving at discretion which would increase his professional ability, such leave to be for a period not exceeding one year at full or partial pay; provided, however, that prior to the granting of such leave he shall enter into a written agreement with the superintendent that upon termination of such leave he will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the city or town an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. A school superintendent may also grant a leave of absence to any teacher, registered nurse, principal, supervisor, or school business administrator, serving at discretion for service to a statewide professional education organization of which such teacher, registered nurse, principal, supervisor, or school business administrator is a member and has been elected to hold the office of president therein, such leave to be for a period not exceeding four full years at full or partial pay; provided, however, that such professional education organization shall reimburse the school committee for any salary paid to said teacher, registered nurse, principal, supervisor, or school business administrator during such period. Any employee granted a leave of absence under this section may receive compensation from any grants

or gifts received for the purpose of this section pursuant to section thirty-seven A, as well as from funds appropriated therefore.

Any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator or assistant principal who is elected or appointed to a state office, or elected by the people to the office of mayor, shall upon his written request made to the school superintendent, be granted a leave of absence without pay for such position for all or such portion of the term for which he was elected or appointed as he may from time to time designate, and shall not as a result of such election or appointment, be suspended or discharged or suffer any loss of rights. Any person granted a leave of absence under the provisions of this paragraph shall not be subject to the provisions of section thirty-eight G during the period of such leave.

A school committee may grant a leave of absence for study or research, or for service to a statewide professional education organization, and shall grant a leave of absence for service as an elected state official or elected mayor, to a school superintendent under the same terms and conditions as are described above for leaves granted to other professional staff.

Section 42 Dismissal of Teachers

A principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and subject to the provisions of this section, the superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one school, and in the case of teachers who teach in more than one school, those persons shall be considered to be under the supervision of the superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in a school system for at least ninety calendar days shall not be dismissed unless he has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he so requests, has been given a reasonable opportunity within ten school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.

A teacher with professional teacher status, pursuant to section forty-one, shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight of this chapter or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty days after receiving notice of his dismissal by filing a petition for arbitration with the commissioner. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. Each person on the list shall be accredited by the National Academy of Arbitrators. The parties each shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from amongst the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. The parties each shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from amongst the three. The board of education shall determine the process for selecting arbitrators for the pool. The fee for the arbitration shall be split equally between the two parties involved in the arbitration.

At the arbitral hearing, the teacher and the school district may be represented by an attorney or other representative, present evidence, and call witnesses and the school district shall have the burden of proof. In determining whether the district has proven grounds for dismissal consistent with this section, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards.

The arbitrator's decision shall be issued within one month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a detailed statement of the reasons for the decision. Upon a finding that the dismissal was improper under the standards set forth in this section, the arbitrator may award back pay, benefits, reinstatement, and any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay, benefits or reinstatement. In the event the teacher is reinstated, the period between the dismissal and reinstatement shall be considered to be time served for purposes of employment. The arbitral decision shall be subject to judicial review as provided in chapter one hundred and fifty C. With the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination. The rules governing this arbitration procedure shall be the rules of the American Arbitration Association as pertains to arbitration.

Neither this section nor section forty-one shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of a collective bargaining agreement or otherwise unless the more senior teacher is currently qualified pursuant to section thirty-eight G for the junior teacher's position.

Section 42D Suspension of Teachers

The superintendent may suspend any employee of the school district subject to the provisions of this section. The principal of a school may suspend any teacher or other employee assigned to the school subject to the provisions of this section. Any employee shall have seven days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed; provided, however, that the superintendent may, for good cause, require the immediate suspension of any employee, in which case the employee shall receive written notice of the immediate suspension and the cause therefor at the time the suspension is imposed. The employee shall be entitled (i) to review the decision to suspend with the superintendent or principal if said decision to suspend was made by the principal; (ii) to be represented by counsel in such meetings; (iii) to provide information pertinent to the decision and to the employee's status.

No teacher or other employee shall be suspended for a period exceeding one month, except with the consent of the teacher or other employee, and no teacher or other employee shall receive compensation for any period of lawful suspension.

No teacher shall be interrogated prior to any notice given to him relative to the suspension unless the teacher or other employee is notified of his right to be represented by counsel during any such investigation. A suspended teacher or other employee may seek review of the suspension by following the arbitration procedures set forth in section forty-two. Nothing in this section shall be construed as limiting any provision of a collective bargaining agreement with respect to suspension of teachers or other employees.

Section 43 Reduction of Salaries; Conditions

The salary of no teacher employed with professional teacher status in any city or town except Boston shall be reduced without his consent except by a general salary revision affecting equally all teachers of the same salary grade in the town or except in connection with a reduction in status from full-time to part-time pursuant to a reduction in force resulting from declining enrollments or other budgetary reasons or pursuant to reorganizations for academic or budgetary reasons. Nothing in this section or in any other section of this chapter shall be construed to prevent a school district from entering into an individual annuity contract for such employee or from reducing the salary or compensation of such employee pursuant to such agreement for the purpose of such purchase as authorized by section thirty-seven B.

Current through 2013 1st Annual Session.

EXHIBIT B

M.G.L. C. 258, §9 - Indemnification of Public Employees

Public employers may indemnify public employees, and the commonwealth shall indemnify persons holding office under the constitution, from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official or holder of office under the constitution at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official, other than a person holding office under the constitution acting within the scope of his official duties or employment, shall be indemnified under this section for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner.

For purposes of this section, persons employed by a joint health district, regional health district or regional board of health, as defined by sections twenty-seven A and twenty-seven B of chapter one hundred and eleven, shall be considered employees of the city or town in which said incident, claim, suit, or judgment is brought pursuant to the provisions of this chapter.

Current through 2013 1st Annual Session

EXHIBIT C

QUINCY COLLEGE FACULTY EVALUATION PROCESS AND INSTRUMENTS

I. Form

This evaluation system will be portfolio style, consisting of materials, documentation, a self-evaluation, an optional peer evaluation, and a supervisory evaluation. Faculty without Professional Teacher Status will be evaluated every year. Faculty with Professional Teacher Status will be evaluated every four (4) years.

II. Purposes

To improve teaching/learning process

To determine whether faculty without Professional Teacher Status will be recommended for reappointment

III. Outcomes

Upon completion of this evaluation process, the faculty member shall be able to

Identify strengths

Identify areas for improvement

Recognize, for faculty without professional teacher status, the basis for a recommendation for reappointment or non-renewal

The faculty member and evaluator shall set mutually agreed upon short and long term (to the faculty member's next evaluation cycle) goals, as appropriate.

IV. Criteria

A. Instructional methods and materials

1. This instructor's syllabus is current, conforms to the college template, and is consistent with the course outline.
2. This instructor updates (within five (5) years) one course outline per semester for the courses taught by the instructor, in conjunction or consultation with such other faculty as may be appropriate.
3. The instructor clearly communicates course learning outcomes at a level appropriate to the class.
4. This instructor demonstrates mastery of the subject.
5. This instructor establishes a learning environment conducive to open inquiry and respect.
6. The content of this class conforms to the plan outlined in the course syllabus

7. This instructor provides opportunities for students to rehearse or practice using skills and/or concepts upon which they will be assessed
8. This instructor uses student feedback to adapt the teaching/learning process to student needs.
9. This instructor encourages student involvement in class through questions, comments, interactions.
10. This instructor organizes class time.
11. This instructor is prepared for class sessions.
12. This instructor connects prior learning and the current lesson.
13. This instructor uses appropriate teaching methods to facilitate student learning.
14. This instructor has participated in instructional text reviews that use as selection criteria conformity to learning outcomes, currency, college level, and responsiveness to student feedback.

B. Non-teaching faculty

Will be evaluated on the basis of the performance of the duties outlined in the applicable job description.

C. Committee Work

Serves on at least one college committee each year as evidenced by minutes or reports.

D. Advising

1. Keeps scheduled office hours each year.
2. Communicates with advisees each semester.
3. Participates in new student orientations each semester, scheduled within the contract year.
4. Provides students with appropriate academic information and guidance.

E. Professional Development

1. Undertakes professional development on a continuing basis.
2. Presents evidence of successful completion of professional study equal to six (6) college credits earned during the first five (5) years of employment.

Professional development or study may include, but is not limited to, any of the following

attainment of terminal degree

attainment of graduate certification

college level courses
CEUs
professional licensure requirements
publications
presentations
conferences or seminars

F. Student Evaluations (teaching faculty only)

1. Fall Semester – In-House Student Evaluation

- a. The In-House Student Evaluation shall be administered in all classes taught by Association members during the Fall Semester.
- b. The internal student evaluations will be administered in the following manner:
 - i. The faculty member shall select a student from the class to administer the evaluation.
 - ii. The student will receive a set of instructions on the front of the packet of evaluation forms.
 - iii. The faculty member will not be present during the administration of the evaluation.
 - iv. The student so selected will distribute, collect, and place all completed and blank evaluation forms in an envelope that he or she will seal.
 - v. The sealed envelope containing the evaluation forms will be delivered by the student to a location designated by the Office of the Director of Institutional Research; ultimately to be delivered to the Office of the Director of Institutional Research.
 - vi. The Office of Institutional Research will process the evaluation forms and compile the data.
 - vii. The Office of Institutional Research will prepare a Summary Report of the student evaluation results for each class.
 - viii. The original of each Summary Report will be retained in a file, hereinafter referred to as the “Retention File”. A copy will be provided to the employee. The employee will analyze the Summary Reports and respond appropriately.
 - ix. The Retention File shall be maintained in a secure manner by the office of Human Resources, separate and apart from the employee’s personnel file. Summary Reports will be maintained in the Retention File until the employee’s next

evaluation cycle. The evaluator will have access to and may review the contents of the Retention File prior to completion of the Evaluation. The information contained in the Summary Reports that are maintained in the Retention File may be used by the evaluator to complete Section F, the "Student Evaluations" portion of the Evaluation and for decisions related to the granting of instructor and professor status. Each Summary Report will be maintained in the Retention File as follows:

- (1) For those members who have not yet attained Professor Status and are not yet entitled to the rights and privileges provided to Teachers With Professional Teacher Status in M.G.L. c. 71, for a seven (7) year period, at the conclusion of which the employee may request to have the Report purged. The seven (7) year retention period shall be a rolling period, so that there will be at least seven years of Summary Reports on file at a given time.
 - (2) For those members who have attained Professor Status and who are entitled to the rights and privileges provided to Teachers With Professional Teacher Status in M.G.L. c. 71, for a four (4) year period, at the conclusion of which the employee may request to have the Report purged. The four (4) year retention period shall be a rolling period, so that there will be at least four years of Summary Reports on file at a given time.
- x. Following the creation of the Summary Report, the original student evaluations will be returned to the instructor. If the instructor prefers not to receive the original student evaluations, they shall be shredded. The college management agrees not to retain, reproduce or duplicate any completed student evaluations except as provided herein.
2. Spring Semester – SIR II
- a. The Instructor administers the SIR II student evaluation, in each class during the Spring Semester.
 - b. The SIR II evaluations will be administered according to the Educational Testing Services procedures.
 - c. The Instructor analyzes the SIR II evaluations and responds appropriately.

- G. Self-Evaluation
Will be in writing using the same form with the same criteria as described herein.
 - H. Peer Evaluation
The faculty member may be evaluated by a peer of the faculty member's choice, upon the request of the faculty member. Such evaluation will be limited to the specific areas selected by the faculty member. The Supervisor may suggest peer evaluation, but such evaluation is optional with the faculty member.
 - I. College and Community Service
Services that are not specifically included in the job description may be included in the self evaluation at the option of the faculty member.
- V. Form and Methodology
- A. Assessment Standards
The instructor's performance for each criterium in each area will be assessed as "exceeds expectations," "meets expectations," "needs improvement," or "not acceptable."

The performance assessment will be narrative in each overall area. The narrative will contain a detailed explanation of the instructor's performance. If a rating is "needs improvement" or "not acceptable," the Supervisor will provide specific details, realistic recommendations for improvement, and ways in which the college will help the faculty member attain such improvement.
 - B. Training
All evaluators and evaluatees will be trained in the standards and procedures before they participate in the evaluation
 - C. Evaluators
The evaluator will be the Center Director.
 - D. Notice - will be given in May to the faculty to be evaluated in the following academic year. All faculty without professional teacher status will be evaluated every year. Faculty with Professional Teacher status will be evaluated on a rotating basis, in order of seniority, with the most senior faculty evaluated first. However, no professional status faculty member will be evaluated more often than once every four (4) years.
 - E. The evaluation period shall extend from 9/15 to 4/15.
 - F. Procedure
 - 1. Conference between Supervisor and Faculty member to be evaluated

2. Self-Evaluation

The Self-evaluation shall be submitted on the attached written form before the first observation.

3. Documents and materials relevant to the evaluation will be assembled. Copies of all materials used in the evaluation will be given to the faculty member

4. Observations

There shall be at least two observations, of mutually agreed upon classes, scheduled at mutually agreed upon times, at least a month apart. Additional observations may be scheduled by mutual agreement. Each shall be followed by a post-observation conference.

5. Peer evaluation may be requested by the evaluatee at any time prior to the final summary conference.
6. Conference(s) between supervisor and faculty member shall take place following the observations for purposes of analysis of the faculty member's strengths, needs for improvement, goals, and assistance to be provided by the college.
7. A written report will be presented by the supervisor to the evaluatee faculty member at a final summary conference, to take place no later than April 15.
8. Follow up will take place as appropriate.

**Quincy College/Quincy Education Association
Faculty Performance Appraisal**

Faculty Name: _____ **Title:** _____
Evaluator Name: _____ **Title:** _____

Evaluation Date: _____
Observation Date(s): _____

Section A: Instructional Methods and Materials

| | | | |
|---|---|--|---|
| 1. This instructor's syllabus is up-to-date, conforms to the college template, and is consistent with the course outline. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |
| | | | |

| | | | |
|---|---|--|---|
| 2. This instructor updates [within five (5) years] one course outline per semester for the courses taught by the faculty, in conjunction or consultation with such other faculty as may be appropriate. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |
| | | | |

| | | | |
|--|---|--|---|
| 3. The instructor clearly communicates course learning outcomes at a level appropriate to the class. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |
| | | | |

| | | | |
|---|---|--|---|
| 4. This instructor demonstrates mastery of the subject. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 5. This instructor establishes a learning environment conducive to open inquiry and respect. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 6. The content of this class conforms to the plan outlined in the course syllabus. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 7. This instructor provides opportunities for students to rehearse or practice using skills and/or concepts upon which they will be assessed. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 8. This instructor uses student feedback to adapt the teaching/learning process to student needs. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 9. This instructor encourages student involvement in class through questions, comments, interactions. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 10. This instructor organizes class time. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 11. This instructor is prepared for class sessions. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 12. This instructor connects prior learning and the current lesson. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 13. This instructor uses appropriate teaching methods to facilitate student learning. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 14. This instructor has participated in instructional text reviews that use as selection criteria conformity to learning outcomes, currency, college level, and responsiveness to student feedback. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section B: Committee Work

| | | | |
|---|---|--|---|
| 1. Serves on at least one college committee each year as evidenced by minutes or reports. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section C: Advising

| | | | |
|---|---|--|---|
| 1. Keeps scheduled office hours each year. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 2. Communicates with advisees each semester. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 3. Participates in new student orientations each semester, scheduled within the contract year. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 4. Provides students with appropriate academic information and guidance. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section D: Professional Development

| | | | |
|---|---|--|---|
| 1. Undertakes professional development on a continuing basis. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 2. Presents evidence of successful completion of professional study equal to six (6) college credits within the first five years. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section E: Student Evaluations

| | | | |
|--|---|--|---|
| 1. The instructor administers the In-House Student Evaluation in each class during the Fall Semester and the SIR II student evaluations in each class during the Spring Semester, following prescribed procedures. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

2. The faculty analyzes the student evaluations and responds appropriately.

| | | | |
|---|---|--|---|
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
|---|---|--|---|

Narrative:

Evaluator Signature: _____ **Date:** _____

Faculty Member Signature: _____ **Date:** _____

**Quincy College/Quincy Education Association
 Librarian Performance Appraisal**

Name: _____ **Title:** _____
Evaluator Name: _____ **Title:** _____

Evaluation Date: _____
Observation Date(s): _____

Section A: Librarian Responsibilities

| | | | |
|---|---|--|---|
| 1. Establishes environment in library conducive to open inquiry and mutual respect. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 2. Provides bibliographic instruction. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 3. Responds to students, faculty, staff and patrons in a timely and appropriate manner. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 4. Catalogs new acquisitions. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 5. Compiles relevant statistics. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 6. Assists in composing appropriate reports such as accreditation self-studies concerning the library. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 7. Works collaboratively with library staff on matters pertaining to library policies, budgetary recommendations, acquisitions and library mission and goals statements. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 8. Give to appropriate individuals (faculty, staff and administration) requested available resources and information to complete self-studies. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 9. Maintains serials records. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 10. Participates in library staff and center meetings. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 11. Assists and trains part time library staff and work study students. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 12. Recommends improvements in library services and duties. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section B: Committee Work

| | | | |
|---|---|--|---|
| 1. Serves on at least one college committee each year as evidenced by minutes or reports. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section C: Advising

| | | | |
|---|---|--|---|
| 1. Communicates with advisees each semester. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 2. Participates in new student orientations each semester, scheduled within the contact year. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|--|---|--|---|
| 3. Provides students with appropriate academic information and guidance. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Section D: Professional Development

| | | | |
|---|---|--|---|
| 1. Undertakes professional development on a continuing basis. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 2. Presents evidence of successful completion of professional study equal to six (6) college credits within first five years. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

Evaluator Signature: _____ **Date:** _____

Librarian Signature: _____ **Date:** _____

Quincy College/Quincy Education Association
Faculty Performance Appraisal
Program Chair/Coordinator

Faculty Name: _____ **Title:** _____
Evaluator Name: _____ **Title:** _____

Evaluation Date: _____
Observation Date(s): _____

Section A: Instructional Methods and Materials

| | | | |
|---|---|--|---|
| 1. This instructor's syllabus is up-to-date, conforms to the college template, and is consistent with the course outline. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 2. This instructor updates [within five (5) years] one course outline per semester for the courses taught by the faculty, in conjunction or consultation with such other faculty as may be appropriate. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

3. The instructor clearly communicates course learning outcomes at a level appropriate to the class.

| | | | |
|---|---|--|---|
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
|---|---|--|---|

Narrative:

4. This instructor demonstrates mastery of the subject.

| | | | |
|---|---|--|---|
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
|---|---|--|---|

Narrative:

5. This instructor establishes a learning environment conducive to open inquiry and respect.

| | | | |
|---|---|--|---|
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
|---|---|--|---|

Narrative:

6. The content of this class conforms to the plan outlined in the course syllabus.

| | | | |
|---|---|--|---|
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
|---|---|--|---|

Narrative:

| | | | |
|---|---|--|---|
| 7. This instructor provides opportunities for students to rehearse or practice using skills and/or concepts upon which they will be assessed. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 8. This instructor uses student feedback to adapt the teaching/learning process to student needs. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |

| | | | |
|---|---|--|---|
| 9. This instructor encourages student involvement in class through questions, comments, interactions. | | | |
| <input type="checkbox"/> exceeds expectations | <input type="checkbox"/> meets expectations | <input type="checkbox"/> needs improvement | <input type="checkbox"/> not acceptable |
| Narrative: | | | |