Faculty Contract Agreement 2013-2016

Berklee Faculty Union
of the American Federation of Teachers,
Local 4412, AFT-MA, AFL-CIO

Berklee
college *of*
music

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PREAMBLE

This Agreement is entered into the 1st day of September, 2013 by and between Berklee College of Music (herein referred to as the "Employer" or "College") and Berklee Faculty Union of the American Federation of Teachers, Local 4412, AFT-MA, AFL-CIO (herein referred to as the "Union").

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the units defined in the "Certification of Representative" issued by the National Labor Relations Board on the 26th of April, 1985 in Case No. 1-RC-18, 380, as modified below. These units consist of:

A. Full-time Unit:
All 9 month salaried teaching faculty employed by Berklee College of Music at its Boston, Massachusetts campus, but excluding all other employees, managerial employees, non-teaching professional employees, Senior Vice President for Academic Affairs, Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans, Chairs of Departments, Assistant Chairs of Departments, Academic Administrators, hourly teaching faculty, Visiting Professors, Artists in Residence, Endowed Chairs, clerical employees, guards and supervisors as defined in the Act.

B. Part-Time Unit:
All hourly teaching faculty employed during the academic year by the Berklee College of Music at its Boston, Massachusetts campus, but excluding all other employees, salaried teaching faculty, managerial employees, non-teaching professional employees, Senior Vice President for Academic Affairs, Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans, Chairs of Departments, Assistant Chairs of Departments, Academic Administrators, Visiting Professors, Artists in Residence, Endowed Chairs, clerical employees, guards and supervisors as defined in the Act.

ARTICLE II

DEFINITIONS

A. Berklee Faculty Union of the American Federation of Teachers, Local 4412, AFT-MA, AFL-CIO shall hereinafter be referred to as the Union.
B. Berklee College of Music shall hereinafter be referred to as the Employer or College.
C. Position titles used herein are for identification purposes only.
D. The term "Federation Representative" as used in this Agreement means an employee representative of the American Federation of Teachers Massachusetts authorized in writing by the President of the Union to assist the Union in the administration of this Agreement. Such written authorization will be provided to the Senior Vice President for Academic Affairs and can only be withdrawn in writing to the Senior Vice President for Academic Affairs.
E. The faculty and the Union will be informed as to the term of the next academic year not later than May 10 of the current academic year. For example, the academic year 2014-2015 will be established and notification given not later than May 10, 2014. An academic year will be defined as a Fall Semester, beginning with the week before the start of classes for the Fall Semester and ending when the Fall Semester grades are due and the Spring Semester beginning with the week before the start of classes for the Spring Semester and ending when the Spring Semester grades are due. The Fall and Spring Semesters consist of no more than a total of fifteen (15) scheduled instructional weeks of classes.
F. An academic day is defined as a day when classes are in session at the College. In this Agreement, a day is an academic day only if it is specifically referred to as such.
G. Faculty Promotion Advisory Committee is a peer evaluation group which submits a recommendation on a promotion application by a full-time faculty member seeking promotion to Associate Professor or Professor. The Committee is composed of five (5) full-time Associate Professors or Professors appointed by the Union at the beginning of each academic year.
H. In the event that a deadline occurs on a day when the College is closed for business, the deadline shall be moved to the next full day that the College is open for business.
I. This Article applies to both full-time faculty and part-time faculty as described at Article I.

ARTICLE III

UNION SECURITY AND DUES CHECKOFF

A. Each present faculty member who is a member of the Union in good standing, and each present faculty member who thereafter voluntarily becomes a member will, as a condition of employment, remain a member of the Union for the duration of this Agreement.
B. Each faculty member hired after the effective date of this Agreement, as a condition of employment, will become a member of the Union after thirty-one (31) days of employment and remain a member of the Union for the duration of this Agreement.

C. The Employer agrees that it will deduct Union membership dues in an amount established by the Union and certified in writing by the Union's Treasurer to the Employer from the wages of each faculty member who executes a written authorization to make such deduction. Deductions will be made bi-weekly beginning with the first full pay period commencing at least fourteen (14) calendar days following receipt by the Employer of the dues deduction authorization. The Employer may include a dues deduction authorization form and a membership application form in the package of materials which it provides to new full-time and new part-time faculty at the time of hire.

D. Dues deducted will be remitted to the Union Treasurer by the fifteenth (15th) of the following month. Accompanying each remittance shall be a list of the faculty members from whose wages deductions were made and the amounts deducted.

E. Any authorization to withhold Union dues from the wages of an employee shall terminate and such withholding shall cease upon the happening of any of the following events:
   1. termination of the employee's employment,
   2. written notice by the employee to the Employer of cancellation of the dues authorization, or
   3. the expiration of this Agreement.

F. The Employer shall be under no obligation to make any deductions for dues if any faculty member's wages within any pay period, after deductions for withholding tax, retirement, insurance and other mandatory deductions as required by law or authorized by the faculty member, is less than the amount of authorized dues deductions. In such event, it will be the responsibility of the Union to collect its dues for that month directly from the faculty member.

G. The Union shall provide a legally sufficient and properly executed dues authorization form to the Office of Human Resources to authorize dues deductions.

H. The Union will indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of any action that might be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on the correctness of any list or authorization furnished by the Union to the Employer, provided that the Employer has given timely notification to the Union upon the filing of any such suits, claims, demands or actions. The Employer will notify and may call upon the Union to defend any suits, proceedings or actions arising out of the foregoing indemnity provisions of this Article. If called upon to do so, the Union will defend such suits, proceedings or actions without cost to the Employer and in the event the Union fails to defend such suits, proceedings or actions, the Employer may undertake such defense and all costs thereof, including legal fees, shall be paid by the Union.

I. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE IV

DURATION OF CONTRACT

A. This Agreement shall be in full force and effect from September 1, 2013 through November 3, 2016 and shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received at least sixty (60) calendar days prior to the date of expiration, in which event this Agreement shall terminate at midnight of November 3, 2016, unless renewed or extended by mutual written agreement signed by the parties.

B. If notice of termination is given as provided in Section A above, negotiations for the new agreement shall begin within thirty (30) calendar days of the receipt of such notice but in no event earlier than ninety (90) calendar days prior to the expiration date of this Agreement. However, upon the written request of either party made prior to May 1, 2016, the parties agree to commence negotiations on or after June 1, 2016 and if a new agreement is reached by August 31, 2016, the negotiated wage increase, if any, for the first year of said new agreement will be effective on September 1, 2016.

C. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE V

CONSULTATION AND COMMUNICATION

A. The Employer and the Union may schedule meetings upon mutual agreement to discuss mutually agreed upon matters relating to wages, hours and working conditions.

B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE VI

DISTRIBUTION OF CONTRACT

A. The Employer and the Union will arrange for the reproduction of 925 copies of this Agreement. The cost of said reproduction will be shared equally by the Employer and the Union.

B. The Employer will distribute the 925 copies as follows:
   1. all part-time and full-time unit faculty employed as of the effective date of this Agreement;
   2. all applicants for employment as part-time or full-time unit faculty upon the Employer's written offer of employment to such applicant;
   3. the Union in the amount of 75 copies;
   4. the Employer the remaining copies.

C. If additional copies are needed to satisfy the provisions set forth herein, the cost of said reproduction will be shared equally by the Employer and the Union.
D. The Employer will also send a copy of this signed Agreement to the Union in pdf format via e-mail.
E. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE VII

SEPARABILITY

A. The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the Employer to be in conflict with any law or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided, further, that in the event any provision or provisions are so declared to be in conflict with a law or regulation, both parties shall meet for the purpose of negotiating an agreement on the provision or provisions so invalidated.
B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE VIII

ANTI-DISCRIMINATION

A. All terms and conditions of employment included in this Agreement will be administered and applied without regard to race, color, creed, national or ethnic origin, age, gender, sexual preference, handicap, or status as a Vietnam Era Veteran.
B. The Employer and the Union agree that no faculty member covered by this Agreement will be discriminated against because of membership in, or lack of membership in, or activities on behalf of or against the Union.
C. In the event that a faculty member files a grievance pursuant to Article XI, Grievance Procedures, and a complaint(s) under either federal or state law in a court or agency, the grievance procedures will be stayed until the complaint(s) is resolved after which time the grievance procedure will resume.
D. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE IX

MINIMUM TERMS

A. The Employer, in its discretion, may initially employ a faculty member(s) upon any terms or conditions of employment which the Employer determines appropriate so long as such terms or conditions of employment are not less favorable than those set forth in this Agreement.

B. Wage Renegotiation

1. The wages set out at Article XXXV of this Agreement for both part-time and full-time faculty members constitute minimum wages and the College may, at its discretion, employ faculty at rates above those stated minimums.
2. Upon the written request of a part-time or full-time faculty member submitted to the Senior Vice President for Academic Affairs on or before March 15, the Senior Vice President for Academic Affairs or his/her designee shall meet with the faculty member to discuss a wage increase higher than the wage called for under this Agreement. If the Senior Vice President for Academic Affairs in his/her discretion decides to grant a wage increase higher than the wage increase called for under this Agreement, it will be effective as of the next academic year. The faculty member will be notified in writing on or before May 1 whether he/she has been granted a wage increase and of the amount of the wage increase if any. No part-time or full-time faculty member may request such an increase more than once in a three (3) year period of consecutive employment as a part-time or full-time faculty member, except upon being promoted. In the case of promotion, a written request to the Senior Vice President for Academic Affairs may be submitted not later than fifteen (15) calendar days after notification of promotion.
3. The granting of any higher wage above those set forth in Article XXXV is at the discretion of the College, subject to any and all applicable state and federal statutes. Neither a faculty member nor the Union, on behalf of itself or any faculty member, shall grieve or arbitrate under this Agreement the College's granting or failure to grant any faculty member's request for a higher wage, or the amount of any wage increment which may be granted at the College's discretion, but the Union does reserve the right to grieve and arbitrate any refusal of the College to meet with a faculty member, pursuant to a timely written request, as set forth in Paragraph 2, above. The Union shall not be required nor requested to sign any release, waiver or other agreement pertaining to any individual faculty member who seeks to take advantage of the terms of this Section B.
4. Due to past equity adjustments and longevity adjustments, an increase under this section will be granted under exceptional circumstances.
5. The Union shall be notified of the outcomes of all faculty wage renegotiations including the amounts of all wage adjustments.

C. In the event a faculty member receives a bona fide offer of employment from another institution or organization, the Employer, in its discretion, may increase the wage of the faculty member to any amount up to the wage set forth in the offer of employment, notwithstanding any provision of this Agreement. The effective date of the wage increase, if any, will be as of the first pay period of the next semester.

D. A faculty member who receives a wage increase pursuant to Section C above shall agree to serve at the College for at least three (3) academic years after receipt of such increase and shall give a judgment note to the College for the amount of the increase over three (3) academic years, said judgment note to be canceled at the end of that period or at the death or permanent disability of the faculty member.

E. This Article applies to both full-time and part-time faculty as described at Article I.

F. This Article or any provision thereof, except as set forth at Section B.3, is not subject to the provisions of Article XI, Grievance Procedure.

ARTICLE X

BARGAINING AGENT'S RIGHTS

A. The Union will be permitted to use services, supplies, equipment and facilities of the Employer when permitted by a specific term of this Agreement. The Union may employ any individual or agency or utilize the services of any individual employed by any entity, or utilize the services of any volunteer to perform services or duties on the Employer's property, provided that the Union provides the Employer with evidence of appropriate workers' compensation insurance coverage.

B. The Employer agrees to permit the Union to post official Union materials on one bulletin board set aside for Union use located in an area designated as a "faculty lounge" at both 1140 Boylston Street and 150 Massachusetts Avenue buildings.

1. The Union must be clearly identified on the face of any posted material and its authorization to post must be plainly in view. The Union is solely responsible for all costs associated with any posting. Posted material must clearly display the date of posting and must be removed no later than twenty-one (21) calendar days after posting unless the material is not timely in nature.
2. A copy of the posted material will be provided to the Senior Vice President for Academic Affairs at the time of posting.
3. Materials which are not posted in accordance with this Article may be removed by the Employer.
4. The Union will indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of any posting on bulletin boards set aside for Union use. The Employer may call upon the Union to defend any suits, proceedings or actions arising out of the foregoing indemnity and the Union will defend such suits, proceedings or actions without cost to the Employer and in the event the Union fails to defend such suits, proceedings or actions, the Employer may undertake such defense and all costs thereof, including legal fees, shall be paid by the Union.

C. The Employer agrees to provide the Union within twenty-one (21) calendar days after the beginning of classes each semester a list of all faculty of each unit, reflecting name, rank, salary, date of appointment to present rank, date of employment, duration of current contract, and the names of unit members on a leave status authorized by this Agreement.

D. The Union and its officers, for the purpose of carrying out its business, shall have the right to hold meetings in the Employer's premises so long as such facilities are available and the Union complies with the rules and regulations relating to the use of such facilities.

E. The Employer agrees that the President of the Union and the Secretary-Treasurer of the Union will be released from their responsibilities concerning "Service to the College" and "Service to the Profession," if applicable, as set forth at Article XXV in order that he/she may devote that time to the duties of being President of the Union and Secretary-Treasurer of the Union. In addition, during this Agreement, the President and the Secretary-Treasurer will receive one (1) course reduction in teaching load.

F. It is agreed that the Union and Federation Representatives will not interrupt or interfere with the operations of the Employer.

G. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XI

GRIEVANCE PROCEDURES

A. For the purpose of this Agreement, the term "grievance" is defined as an allegation by the Union that there has been a breach or misapplication or misinterpretation of the expressed term(s) of this Agreement which are subject to the Grievance Procedure. The parties to the alleged grievance may attempt, in an informal manner, to discuss and resolve the alleged violation to this Agreement. If the parties are not successful in resolving the matter informally, then the formal procedures set forth below will apply.

1. If the matter to be grieved originated from a particular Departmental action, the grievance must be filed with that Department Chair at Step 1.
2. If the matter to be grieved originated from a particular Divisional action, the grievance must be filed with that Division Dean at Step 2.
3. If the matter to be grieved originated from an action outside a particular Department or Division, the grievance must be filed with the Senior Vice President for Academic Affairs at Step 3.

B. The steps of the grievance procedure are as follows:

1. <u>Step 1</u>

   The Union or a unit faculty member(s), through the Union, will present in writing the grievance to the Department Chair involved within fifteen (15) calendar days after the action to be grieved occurred. Failure to present a written grievance within the fifteen (15) calendar day period will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed. Within fifteen (15) calendar days of a timely grievance presentation, the Department Chair may meet with the grievant and a Union representative and will give his/her written answer to the Union within fifteen (15) calendar days after said meeting. The answer will be deemed to be the final settlement unless appealed within fifteen (15) calendar days from the date of the answer.

2. <u>Step 2</u>

   If the grievance is appealed from Step 1, the Union must present the grievance in writing within fifteen (15) calendar days from the receipt of the Department Chair's answer to the Division Dean. If the grievance originates from an action in a Division, it must be presented in writing to the Division Dean within fifteen (15) calendar days after the action to be grieved occurred. Failure to present a written grievance within this fifteen (15) calendar day period will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed. Within fifteen (15) calendar days of the timely receipt of the written grievance, the Division Dean may meet with the grievant and the Union President or designated elected official of the Union to discuss the grievance and will give his/her written answer to the Union within fifteen (15) calendar days after said meeting. The answer will be deemed to be the final resolution unless appealed within fifteen (15) calendar days from the date of the answer.

3. Step 3

If the grievance is appealed from Step 2, the Union must present the grievance in writing within fifteen (15) calendar days from receipt of the Division Dean's answer to the Senior Vice President for Academic Affairs. If the grievance originates from an action outside a particular Department or Division, it must be presented in writing to the Senior Vice President for Academic Affairs within fifteen (15) calendar days after the action to be grieved occurred. Failure to present a written grievance within these fifteen (15) calendar day periods, as appropriate, will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed. Within fifteen (15) calendar days of the timely receipt of the written grievance, the Senior Vice President for Academic Affairs or designee shall meet with the grievant and Union President or designated elected official of the Union to discuss the grievance. The Senior Vice President for Academic Affairs or designee shall give a written answer to the Union within fifteen (15) calendar days after said meeting. The answer will be deemed to be the final resolution unless the Union submits the written grievance to arbitration within thirty (30) calendar days from the date of the Step 3 answer.

4. Step 4

The Union will submit the written grievance to the American Arbitration Association within thirty (30) calendar days of the date of the Step 3 answer. If the Union does not timely submit the grievance to arbitration, the decision of Step 3 will be final. A grievance may be submitted to arbitration unless this Agreement provides otherwise.

a. In the event a grievance involves the Employer's decision not to reappoint a full-time faculty member at the rank of Instructor, except as set forth at Article XIX, Section A, paragraph 1, or Assistant Professor, the arbitrator must accept the Employer's decision unless said decision was arbitrary or capricious.

b. In the event a grievance involves the Employer's decision not to reappoint a full-time faculty member at the rank of Associate Professor or Professor or not to issue a part-time three (3) academic year contract, the arbitrator must accept the Employer's decision unless said decision was without cause.

c. In the event a grievance involves the Employer's decision concerning the selection for layoff of a full-time faculty member or a part-time faculty member on a three (3) academic year contract, the arbitrator must accept the Employer's decision unless said decision was arbitrary or capricious.

C. The Employer and the Union jointly acknowledge the right of any faculty member to discuss individual problems, not involving pending grievances, directly with the Senior Vice President for Academic Affairs and to work out the settlement of such problems so long as such settlements are not inconsistent with the terms of this Agreement.

D. The written grievance must contain the following:

1. The facts upon which the grievance is based;
2. The provision of this Agreement allegedly violated; and
3. The remedy sought.

E. This Article will not apply to any grievance relating to a violation of the No Strike provisions of this Agreement.

F. If the fifteenth (15th) day on which a grievance is due to be initially filed occurs on a day between the last day of examination week for the Fall Semester and the Friday before the first (1st) week of classes for the Spring Semester, the grievance must be filed no later than the Friday of the first week of classes for the Spring Semester. Failure to present such written grievance not later than Friday of the first (1st) week of classes for the Spring Semester will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed.

G. Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent between the parties and cannot be extended by an arbitrator. Failure to comply with any time limitation will render the grievance untimely, the grievance will be deemed denied and the grievance will not be processed unless specific language in this Article provides otherwise.

H. Multiple or related grievances will not be resolved in the same arbitration proceeding unless mutually agreed to by the Employer and the Union in writing.

I. Arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association.

J. Each party will pay any compensation and expenses, including time off from work, relating to its own witnesses and/or representatives. Faculty members who are to be witnesses on behalf of the Union/grievant at the scheduled arbitration proceeding will be permitted to attend, but are expected to make arrangements for their scheduled classes to be covered by another qualified faculty member at no expense to the Employer, and to inform their Department Chairs at least three (3) calendar days in advance of arrangements. The Department Chair may assist the faculty member in making such arrangements.

K. The fee of the arbitrator and other administrative expenses of the arbitration, including room rental if applicable, shall be shared equally by the parties.

L. The arbitrator's decision shall be final and binding as long as it is consistent with the terms of this Agreement.

M. Either party may request that a stenographic record of the hearing be made and that party may provide a copy of that record to the arbitrator. The party requesting such a record will pay the cost; however, if the other party also requests a copy, the stenographic costs will be shared equally.

N. In arriving at any settlement or decision under the provisions of this Article, neither party nor the arbitrator shall have the authority to alter this Agreement in whole or in part or to add to or delete any of its provisions or to render any award in conflict with its provisions. The award shall be based solely upon the evidence and arguments presented to the arbitrator in the presence of both parties and also may be based upon arguments presented in written briefs exchanged between the parties so long as such arguments are based upon the evidence presented at the arbitration hearing. The arbitrator may decide only whether the Employer violated this Agreement as alleged in the grievance and the appropriate remedy under this Agreement, if any.

O. In the event an arbitrator fully sustains the grievance submitted by the Union, the Employer will modify its records concerning the particular faculty member accordingly.

P. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XII

PERSONNEL FILES

A. The Employer will maintain an official personnel file for each faculty member who is subject to this Agreement. The contents of said personnel file will be determined by the Employer. Said official personnel file may be supplemented by other personnel files, as the Employer deems appropriate. However, no material contained in any supplemental personnel file may be used in any matter involving an action based upon performance unless such materials also are contained in the official personnel file.

B. The official personnel file will include, but will not be limited to, personnel records, evaluation reports, including student evaluations, official College correspondence with the faculty member and other documents deemed appropriate by the Employer.

C. The official personnel file will be available for examination by the faculty member upon written request or e-mail to the Senior Vice President for Academic Affairs. Said examination will be under the supervision of the Employer at a mutually agreed upon time within five (5) working days of the receipt of the written request.

D. The faculty member may request a copy of materials placed in his/her official personnel file by the Employer. Such copies will be made by the Employer for the faculty member at a charge of 15 cents per page copied. A faculty member may request a copy of materials placed in his/her official personnel file pursuant to paragraph E of this Article. Such copies will be made by the Employer for the faculty member at a charge of 75 cents per page copied.

E. The faculty member may comment in writing upon material contained in his/her official personnel file and those written comments will be included in said file. Additionally, a faculty member may forward documents to the Senior Vice President for Academic Affairs for inclusion in that faculty member's official personnel file.

F. In the event that the Union deems it necessary to review an individual faculty member's official personnel file, it is agreed that the contents of the file will be treated in confidence and will not be disclosed except as is necessary to enforce the terms of this Agreement.

G. This Article applies to both full-time and part-time faculty as described at Article I.

H. This Article or any provision thereof is not subject to the arbitration provision of Article XI, Grievance Procedures.

ARTICLE XIII

FACULTY DRESS CODE

A. In keeping with the professional atmosphere and purpose of the College, it is agreed that faculty members will dress in clothing suitable for such a professional position.

B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XIV

DISCIPLINE

A. The Employer agrees that it will not impose discipline, including discharge, during the term of this Agreement except for just cause.

B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XV

RANKING

A. Full-Time Faculty

The Employer initially may employ a full-time faculty member at any rank which the Employer deems appropriate. All full-time faculty will be employed in one of the following ranks:

1. Instructor
   - a. All full-time faculty in this rank may be eligible for reappointment annually with one (1) year contracts for a maximum of six (6) academic years.
   - b. A full-time faculty member may be employed initially at the rank of Instructor with advanced standing credit for up to three (3) years which the Employer may grant at its discretion. Any advance standing credit will count towards the maximum of six (6) academic years.
   - c. An instructor must notify the Employer by not later than January 1 if he/she will not return for the next academic year.
2. Assistant Professor
   - a. All full-time faculty in this rank initially will receive a three (3) year contract.
   - b. An Assistant Professor must notify the College by not later than December 1 if he/she will not return the next academic year.

3. Associate Professor
   a. All full-time faculty in this rank initially will receive a four (4) year contract.
4. Professor
   a. All full-time faculty in this rank initially will receive a five (5) year contract.

B. Part-Time Faculty

The Employer initially may employ a part-time faculty member at any rank which the Employer deems appropriate. All part-time faculty will be employed on an as-needed basis and will be placed by the Employer in one of the following ranks:

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Professor

Part-time faculty are not guaranteed employment for any subsequent semester(s), except as provided for at Article XVIII, Reappointment – Part-time Faculty, Section B.

Part-time faculty shall be notified in writing of a full-time faculty vacancy at the time of placing notices of said vacancy with the Employer's advertising agency. Notification will be accomplished by placing a copy of said notice in each part-time faculty member's mailbox.

C. General Provisions

1. The Employer may appoint individuals as "Artist in Residence" or "Visiting Professor". The Employer agrees that the number of "Artists in Residence" or "Visiting Professors", who may be appointed, will not exceed four (4) in either the fall or spring semesters. A person may be reappointed to this position up to a total of two (2) years. An "Artist in Residence" or a "Visiting Professor" shall not be a member of the bargaining unit and their terms of employment shall not be governed by this Agreement; however, the monetary terms of their employment shall not be less favorable than those contained in this Agreement.
2. The Employer may appoint individuals as Endowed Chairs. The Employer agrees that the number of Endowed Chairs who may be appointed at any one time will not exceed ten (10) in either the Fall or Spring semesters. An individual may be appointed to this position for up to a total of three (3) years. Endowed Chairs shall not be members of the bargaining unit and their terms of employment shall not be governed by this Agreement.

D. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures.

ARTICLE XVI

EVALUATION PROCEDURES

A. Full-Time Faculty

1. Full-time faculty will be evaluated based upon their performance in the following areas:
   a. teaching, advising and related duties (reference Article XXV, Workload – Full-time Faculty);
   b. service to the college (reference Article XXV, Workload – Full-time Faculty); and
   c. service to the profession, Associate Professors and Professors only (reference Article XXV, Workload – Full-time Faculty).
2. Full-time faculty shall keep complete and accurate records of all their activities in each of the areas set forth in 1 above.
3. Evaluation in Reappointment Years – See Article XVII, Reappointment – Full-time Faculty
4. Performance Review In Non-Reappointment Years
   a. Each faculty member's first academic year of employment will be evaluated during the Fall Semester of the faculty member's second academic year.
   b. Other than in the year of reappointment eligibility, each faculty member, other than Instructors, (see Article XVII, Reappointment – Full-time Faculty) shall meet with his/her assigned Department Chair to discuss the faculty member's performance during the prior academic year, but the faculty member need not submit a faculty self-evaluation.
   c. This meeting shall take place each year on or before December 1.
   d. At the conclusion of the meeting, if the faculty member's performance has been satisfactory, the Department Chair will present a form, negotiated by the parties, which indicates that the meeting took place, and that the faculty member's performance for the preceding academic year was satisfactory. The Department Chair and the faculty member must sign and date the form at the conclusion of the meeting and the form will become part of the faculty member's official personnel file. The Department Chair may include a short written narrative and the faculty member, within ten (10) academic days of the meeting, may present to the Department Chair a signed written response. This response, if any, will be attached to the review and become part of that form. This narrative and response are optional.
   e. At the conclusion of the meeting, if the faculty member's performance has not been satisfactory, the Department Chair will present a form, negotiated by the parties, which indicates that the meeting took place, that the Department Chair has found the faculty member's performance for the preceding academic year to be unsatisfactory. The Department Chair and the faculty member must sign and date the form at the conclusion of the meeting and the form will become part of the faculty member's official

personnel file. The Department Chair will include a short written narrative and the faculty member will, within ten (10) academic days of the meeting, present to the Department Chair a short signed written response. This response will be attached to the review and become part of that form.

f. The Department Chair will forward the form referenced in paragraphs d. or e. above to the Division Dean, who will forward the materials to the Senior Vice President for Academic Affairs. Copies will be presented to the faculty member and placed in the faculty member's official personnel file at this time.

B. Part-Time Faculty

1. Each part-time faculty member will be evaluated based upon his/her performance (reference Article XXVI, Workload – Part-time Faculty) in teaching, advising and related duties based upon the *Memorandum of Understanding - Criteria for Promotion and Reappointment* issued in November, 2000.
2. Each part-time faculty member is responsible for keeping complete and accurate records of all of his/her activities in each of the areas set forth at Section B.1. directly above.
3. Evaluation/Performance Review
   a. Each part-time faculty member shall meet with his/her Department Chair to discuss the faculty member's performance during the prior academic year or the current academic year if Article XVIII, Section B.4 applies.
   b. This meeting shall take place each year on or before December 1 or March 1 if Article XVIII, Section B.4 applies.
   c. At the conclusion of the meeting, if the faculty member's performance has been satisfactory, the Department Chair will present a form, negotiated by the parties, which indicates that the meeting took place and that the faculty member's performance for the preceding academic year was satisfactory. The Department Chair and the faculty member must sign and date the form at the conclusion of the meeting and the form will become part of the faculty member's official personnel file. The Department Chair may include a short written narrative and the faculty member may, within ten (10) academic days of the meeting, present to the Department Chair a short signed, written response. This response, if any, will be attached to the review and become part of that form. This narrative and response are optional.
   d. At the conclusion of the meeting, if the faculty member's performance has not been satisfactory, the Department Chair will present a form, negotiated by the parties, which indicates that the meeting took place and that the Department Chair has found the faculty member's performance for the preceding academic year to be unsatisfactory. The Department Chair and the faculty member must sign and date the form at the conclusion of the meeting, and the form will become part of the faculty member's official personnel file. The Department Chair will include a short written narrative and the faculty member may, within ten (10) academic days of the meeting, present to the Department Chair a short signed written

response in the spaces provided on the form. This response will be attached to the review and become part of that form.

e. The Department Chair will forward the form referenced in paragraphs c or d above to the Division Dean, who will forward the materials to the Senior Vice President for Academic Affairs. Copies will be presented to the faculty member and placed in the faculty member's official personnel file at this time.

C. Procedure for Student Ratings of Teaching Assignments

1. The Employer will administer the student rating process of teaching assignments using an on-line method.
   a. The Office of Academic Affairs will notify students and faculty members when the rating period is open and where the on-line rating process can be found.
2. A faculty member will be rated for all teaching assignments taught during each Fall and Spring semester and 12-week summer session.
3. Results of the rating will be reported in a manner that is uniform for all faculty.
4. The Department Chair or faculty member may request a meeting to review the ratings. The meeting will be scheduled for an academic day.
5. The results of the ratings will become part of the faculty member's official personnel file.

D. This Article or any provision thereof is not subject to the arbitration provision of Article XI, Grievance Procedures, unless specifically stated otherwise in this Article. The evaluations and performance reviews of a full-time faculty member are not subject to Article XI, Grievance Procedures, unless an evaluation and/or performance review of the faculty member is used to support a decision not to reappoint that faculty member and the reappointment decision is being arbitrated under the provisions of Article XI, Grievance Procedures, Step 4. The evaluations and/or performance reviews at issue will be reviewed under an arbitrary and capricious standard.

ARTICLE XVII

REAPPOINTMENT – FULL-TIME FACULTY

A. Evaluation in Reappointment Years

1. Each full-time faculty member shall, according to the schedule at paragraph 2 below, present a summary of their activities in the following areas in a Faculty Self-Evaluation in a format determined by the Employer. This self-evaluation shall be submitted to the Department Chair to whom the faculty member is assigned.
   a. teaching, advising and related duties (reference Article XXV, Workload – Full-time Faculty);
   b. service to the College (reference Article XXV, Workload – Full-time Faculty); and
   c. Service to the profession, Associate Professors and Professors only (reference Article XXV, Workload – Full-time Faculty).
2. Schedule for Full-time Faculty
   Self-Evaluations shall be submitted in accordance with the following schedule:
   a. Instructors shall submit a Faculty Self-Evaluation on or before October 15 of each year for the prior academic year.
   b. Assistant Professors, Associate Professors and Professors shall submit a Faculty Self-Evaluation on or before November 1 in the third (3rd) year of their contracts for the prior academic years since their most recent reappointment evaluation or promotion.
3. The Department Chair will review the Faculty Self-Evaluation, student ratings for the prior academic years, evaluations and/or performance reviews for the prior academic years, and any other pertinent information, including personal observations.
4. The Department Chair, pursuant to his/her review as set forth in paragraph 3 above, in cooperation with the Division Dean, will prepare a written evaluation of the faculty member and will rate the faculty member's performance as either satisfactory or unsatisfactory. Based upon the *Memorandum of Understanding Criteria for Promotion and Reappointment* issued in November, 2000, the Department Chair, in cooperation with the Division Dean, will decide whether the faculty member will be reappointed or will not be reappointed or will receive a notice of inadequate performance, as applicable. (Reference Article XVI)
5. Each full-time faculty member will be given a copy of the Department Chair's written evaluation and reappointment in accordance with the following schedule:

	Rank	On Or Before
a.	Instructors	November 15
b.	Assistant Professors	March 1
c.	Associate Professors	March 1
d.	Professors	March 1

6. Within thirty (30) calendar days after receipt by the faculty member of the Department Chair's written evaluation and reappointment decision, a conference will be held at which the faculty member's evaluation will be discussed. The

faculty member will sign the written evaluation at the meeting. This signature indicates only that the faculty member and the Department Chair met to discuss the evaluation and the reappointment decision, and that the faculty member received a copy of the evaluation.

7. After the above meeting, the faculty member shall have ten (10) academic days in which to make written comments concerning the evaluation, which will be attached to the evaluation and shall become part of the document.
8. The Department Chair will forward the evaluation and the reappointment decision to the Division Dean who will forward the materials to the Senior Vice President for Academic Affairs.
9. The Department Chair, the Division Dean and the Senior Vice President for Academic Affairs may make written comments responding to the faculty member's comments, if any, attached to the evaluation. Copies of such comments will be provided to the faculty member.
10. If the faculty member wishes to renegotiate his/her salary, see Article IX Minimum Terms, Section B-Wage Renegotiation.

B. The Senior Vice President for Academic Affairs will issue contracts to returning full-time faculty on or before May 1 of the academic year prior to the effective date of the contract. The faculty member must sign the contract and return the signed contract on or before May 15.

1. Instructor
   a. All full-time faculty in this rank may be eligible for reappointment annually with one (1) year contracts for a maximum of six (6) academic years.
2. Assistant Professor
   a. An Assistant Professor will be considered in the third academic year of each contract for reappointment as Assistant Professor and may receive a new three (3) year contract if he/she is found to be qualified for reappointment. If the faculty member does not receive a new contract, the faculty member will be given a notice of non-reappointment.
3. Associate Professor
   a. An Associate Professor will be evaluated in his/her third (3rd) academic year in this rank by not later than March 1 of that academic year for reappointment as Associate Professor and will receive a new four (4) year contract, effective at the beginning of the next academic year, if the faculty member is found to be qualified for reappointment. If the faculty member does not receive a new contract, he/she will be given a notice of inadequate performance, and will be subject to the full "Evaluation In Reappointment Years" procedures, set out in Article XVII, Section A, in the following year (fourth) of the faculty member's contract.
   b. If by March 1 of that final year (4th year), the faculty member is found to be qualified for reappointment as Associate Professor, he/she will receive a new four (4) year contract. However, if by March 1 of that final year (4th year), the faculty member continues to perform inadequately, he/she will be given a notice of non-reappointment.

4. Professor

   a. The faculty member will be evaluated for reappointment as Professor by March 1 of his/her third (3rd) academic year of each contract period and the faculty member may receive a new five (5) year contract, effective at the beginning of the next academic year.

   b. If at any contract renewal period the faculty member receives a notice of inadequate performance, he/she will be eligible to complete the final two (2) years of the five (5) year contract and will be subject to the full "Evaluation in Reappointment Years" procedures, set out in Article XVII, Section A, in each of the final two (2) years of the faculty member's contract, unless or until the faculty member receives a notice of reappointment and a new five (5) year contract during that two (2)-year period. If by March 1 of that final year the faculty member continues to perform inadequately, he/she will be given a notice of non-reappointment. However, the faculty member may receive a new five (5) year contract if he/she performs up to the level of the rank of Professor.

C. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures, except as specifically stated therein with respect to full-time non-reappointment.

ARTICLE XVIII

REAPPOINTMENT – PART-TIME FACULTY

A. All part-time faculty will be employed on an as-needed basis and will be placed by the Employer in one of the following ranks:
   1. Instructor
   2. Assistant Professor
   3. Associate Professor
   4. Professor

B. Part-time faculty are not guaranteed employment for any subsequent semester(s), except as set forth below.
   1. A part-time faculty member who has been employed to teach 13.5 or more teaching units per week in each of the prior three (3) Fall Semesters will receive a contract for the subsequent Spring Semester following the third (3rd) Fall Semester for at least 60% of the teaching units which that faculty member taught during the prior Fall Semester. That faculty member may be assigned teaching or advising or Service to the College duties during the Spring Semester in order to fill the guaranteed teaching units.
   2. A part-time faculty member who has maintained a teaching schedule of 27 or more teaching units each academic year for three (3) consecutive academic years and has received a satisfactory evaluation/performance review for each academic year during that three academic year period will receive a contract to teach 27 or more teaching units during each academic year for the next three (3) consecutive academic years.
   3. In the event the part-time faculty member is not teaching at least 27 teaching units each academic year of the three (3) academic year contract, that faculty member may be assigned advising or tutorials or Service to the College duties in order to fill the guaranteed 27 teaching units. Said part-time faculty member is not guaranteed a subsequent three (3) academic year contract.
   4. An eligible part-time faculty member will be evaluated not later than March 1 of the third academic year of the three (3) academic year contract rather than according to the schedule set forth at Article XVI of the Agreement for that academic year.
   5. An eligible part-time faculty member will receive a subsequent three (3) academic year contract so long as the part-time faculty member has maintained a teaching schedule of 27 or more teaching units each academic year and has received a satisfactory evaluation/performance review each academic year during the three (3) academic year contract period.
   6. A part-time faculty member during the term of a three (3) academic year contract will be credited with a teaching schedule of 13.5 teaching units per week during the period of an authorized leave approved by the College.

C. Schedule for Part-Time Faculty

Event	On or Before
Annual Faculty Performance Review	December 1/March 1
As needed Contract Issued	May 1
Three Academic Year Contract Issued	May 1
Signed Contracts Due	May 15

D. The Senior Vice President for Academic Affairs will issue contracts to returning part-time faculty on or before May 1 of each academic year if the faculty member's services are needed. The faculty member must return the signed contract on or before May 15.

E. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures, except as specifically stated therein with respect to issuance of a part-time three (3) academic year contract.

ARTICLE XIX

PROMOTION – FULL-TIME FACULTY

A. Promotion Schedule

1. Instructor

   a. An Instructor must apply in his/her sixth (6th) academic year by not later than October 15 of that academic year for promotion to Assistant Professor effective for the next academic year. If the faculty member is not promoted, a notice of non-reappointment will be given. This non-reappointment action is not subject to the arbitration provisions of Article XI, Grievance Procedures.

2. Assistant Professor

   a. An Assistant Professor may apply in his/her sixth (6th) academic year in this rank by not later than October 15 of that academic year for promotion to Associate Professor, effective for the next academic year. If the faculty member is not promoted to Associate Professor, the faculty member will be given either another three (3) year contract as Assistant Professor, if the faculty member is found to be qualified for reappointment, or a notice of non-reappointment.

   b. An Assistant Professor not promoted to Associate Professor may re-apply by October 15 of the third (3rd) year of his/her contract for promotion to Associate Professor, effective for the next academic year. If the faculty member is not promoted to Associate Professor, the faculty member will be given another three (3) year contract as Assistant Professor, if the faculty member is found to be qualified for reappointment, or a notice of non-reappointment.

3. Associate Professor

   a. An Associate Professor may apply in his/her eighth (8th) academic year in this rank by not later than October 15 of that academic year for promotion to Professor, effective for the next academic year. An Associate Professor not promoted to Professor may re-apply by October 15 of each third (3rd) year thereafter for promotion to Professor, effective the next academic year.

B. Promotion Process

1. Each faculty member must meet the requirements of the rank to which he/she is applying based upon the *Memorandum of Understanding - Criteria for Promotion and Reappointment* issued in November, 2000. Application for promotion will be made by the timely preparation and submission to the appropriate Department Chair by the faculty member of a Promotion Dossier. This Dossier will account for all time which the faculty member has spent in his or her current rank (reference schedule at Section C below).

2. Each faculty member seeking promotion to the ranks of Associate Professor or Professor must demonstrate that he/she meets the requirements of Service to the Profession for the rank to which he/she is applying (reference Article XXV, Section D). Additionally, each faculty member seeking promotion to the rank of

Associate Professor must complete a Department Chair approved program of professional development as set forth in the *Memorandum of Understanding - Criteria for Promotion and Reappointment* issued in November, 2000.

3. The Department Chair will review the submitted Promotion Dossier and the evaluations and/or performance reviews of the faculty member while in his/her present rank, and any other pertinent materials, including personal observations. Based upon such information, the Department Chair will make a written recommendation for or against promotion and forward to the Division Dean such recommendation together with the Promotion Dossier, the evaluations, performance reviews and other pertinent materials.
4. The Division Dean will review the Promotion Dossier, the evaluations and/or performance reviews of the faculty member while in his/her present rank, any other pertinent materials, including personal observations, and the recommendation made by the Department Chair. Based upon such information, the Division Dean will make a written recommendation for or against promotion and forward to the Senior Vice President for Academic Affairs such recommendation together with the Promotion Dossier, the evaluations, performance reviews and other pertinent materials.
5. If the application for promotion is to the rank of Associate Professor, the Senior Vice President for Academic Affairs will forward by or on January 2 the submitted Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, any other pertinent materials, including personal observations, and the recommendations made by the Department Chair and the Division Dean to the Faculty Promotion Advisory Committee (FPAC) (reference Article II, Section G).
6. If the application for promotion is to the rank of Professor, the Senior Vice President for Academic Affairs will forward by or on January 2 the submitted Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, and the recommendations of the Department Chair and Division Dean to the FPAC (reference Article II, Section G).
7. The FPAC will review the submitted Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, the recommendations made by the Department Chair and Division Dean and any other materials forwarded by the Senior Vice President for Academic Affairs. The FPAC will submit a written recommendation for or against promotion to the Senior Vice President for Academic Affairs based upon a majority vote of the FPAC. Said written recommendation is due to the Senior Vice President for Academic Affairs by or on February 1 for promotion to Associate Professor and for promotion to Professor. The FPAC's deliberations and the basis for its recommendation will be confidential. In the event that the FPAC does not submit its recommendation to the Senior Vice President for Academic Affairs in accordance with the schedule set forth at Section C below, it will be deemed that the FPAC's recommendation is consistent with the recommendation made by the Division Dean.

8. The Senior Vice President for Academic Affairs will review the Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, any other pertinent materials, including personal observations, and the recommendations made by the Department Chair, Division Dean, and, if applicable, the FPAC. Based upon such information, the Senior Vice President for Academic Affairs will decide whether or not to promote.
9. The Senior Vice President for Academic Affairs will notify the faculty member in writing of the promotion decision (reference Section C below). If the faculty member wishes to renegotiate his/her wage or unit rate, see Article IX, Minimum Terms.
10. A decision not to promote will be final and not subject to the arbitration provisions of Article XI, Grievance Procedures.

C. Schedule For Full-time Faculty

Instructor to Assistant Professor	On or Before
Promotion Dossier	October 15
Promotion Notification	March 1
Contract Issued	May 1
Signed Contract Due	May 15

Assistant Professor to Associate Professor	
Promotion Dossier	October 15
Promotion Dossier from Senior Vice President for Academic Affairs to FPAC	January 2
Promotion Recommendation from FPAC to Senior Vice President for Academic Affairs	February 1
Promotion Notification	March 1
Contract Issued	May 1
Signed Contract Due	May 15

Associate Professor to Professor	
Promotion Dossier	October 15
Promotion Dossier from Senior Vice President for Academic Affairs to FPAC	January 2
Promotion Recommendation from FPAC to Senior Vice President for Academic Affairs	February 1
Promotion Notification	March 1
Contract Issued	May 1
Signed Contract Due	May 15

D. Under special circumstances, the Employer may permit a faculty member to apply for promotion in advance of the schedules set forth in this Article.

E. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures.

ARTICLE XX

PROMOTION – PART-TIME FACULTY

A. Promotion Schedule

1. A part-time faculty member may apply for promotion to the next rank if he/she has completed the following time prerequisites in a part-time teaching capacity for the Employer. Based upon the *Memorandum of Understanding - Criteria For Promotion and Reappointment* issued in November, 2000, the Senior Vice President for Academic Affairs will determine if the part-time faculty member has achieved the minimum performance standards for promotion to the next rank.

Rank	Semesters in Rank
Instructor	12
Assistant Professor	12
Associate Professor	16

B. Promotion Process

1. Each faculty member must meet the requirements of the rank to which he/she is applying based upon the *Memorandum of Understanding - Criteria for Promotion and Reappointment* issued in November, 2000. Application for promotion will be made by the timely preparation and submission to the appropriate Department Chair by the faculty member of a Promotion Dossier. This Dossier will account for all time which the faculty member has spent in his/her current rank (reference schedule at Section C below).
2. Each faculty member seeking promotion to the ranks of Associate Professor or Professor must demonstrate that he/she meets the requirements of Service to the Profession for the rank to which he/she is applying (reference Article XXV, Section D). Additionally, each faculty member seeking promotion to the rank of Associate Professor must complete a Department Chair approved program of professional development as set forth in the *Memorandum of Understanding - Criteria for Promotion and Reappointment* issued in November, 2000.
3. The Department Chair will review the submitted Promotion Dossier and the evaluation and/or performance reviews of the faculty member while in his/her present rank, and any other pertinent materials, including personal observations. Based upon such information, the Department Chair will make a written recommendation for or against promotion and forward to the Division Dean such recommendation together with the Promotion Dossier, the evaluations, performance reviews and other pertinent materials.
4. The Division Dean will review the Promotion Dossier, the evaluations and/or performance reviews of the faculty member while in his/her present rank, any other pertinent materials, including personal observations, and the recommendation made by the Department Chair. Based upon such information, the Division Dean will make a written recommendation for or against promotion and forward to the Senior Vice President for Academic Affairs such recommendation together with the Promotion Dossier, the evaluations, performance reviews and other pertinent materials.

5. If the application for promotion is to the rank of Associate Professor, the Senior Vice President for Academic Affairs will forward by or on January 2 the submitted Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, any other pertinent materials, including personal observations, and the recommendations made by the Department Chair and the Division Dean to the Faculty Promotion Advisory Committee (FPAC) (reference Article II, Section G).
6. If the application for promotion is to the rank of Professor, the Senior Vice President for Academic Affairs will forward by or on January 2 the submitted Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, and the recommendations of the Department Chair and Division Dean to the FPAC (reference Article II, Section G).
7. The FPAC will review the submitted Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, the recommendations made by the Department Chair and Division Dean and any other materials forwarded by the Senior Vice President for Academic Affairs. The FPAC will submit a written recommendation for or against promotion to the Senior Vice President for Academic Affairs based upon a majority vote of the FPAC. Said written recommendation is due to the Senior Vice President for Academic Affairs by or on February 1 for promotion to Associate Professor and for promotion to Professor. The FPAC's deliberations and the basis for its recommendation will be confidential. In the event that the FPAC does not submit its recommendation to the Senior Vice President for Academic Affairs in accordance with the schedule set forth at Section C below, it will be deemed that the FPAC's recommendation is consistent with the recommendation made by the Division Dean.
8. The Senior Vice President for Academic Affairs will review the Promotion Dossier, the evaluations and performance reviews of the faculty member while in his/her present rank, any other pertinent materials, including personal observations, and the recommendations made by the Department Chair, Division Dean, and, if applicable, the FPAC. Based upon such information, the Senior Vice President for Academic Affairs will decide whether or not to promote.
9. The Senior Vice President for Academic Affairs will notify the faculty member in writing of the promotion decision (reference Section C, schedule below). If the faculty member wishes to renegotiate his/her wage or unit rate, see Article IX, Minimum Terms.
10. A decision not to promote will be final and not subject to the arbitration provisions of Article XI, Grievance Procedures.

C. Schedule For Part-Time Faculty

Instructor to Assistant Professor	On or Before
Promotion Dossier	October 15
Promotion Notification	March 1
Contract Issued	May 1
Signed Contract Due	May 15

Assistant Professor to Associate Professor	
Promotion Dossier	October 15
Promotion Dossier from Senior Vice President for Academic Affairs to FPAC	January 2
Promotion Recommendation from FPAC to Senior Vice President for Academic Affairs	February 1
Promotion Notification	March 1
Contract Issued	May 1
Signed Contract Due	May 15

Associate Professor to Professor	
Promotion Dossier	October 15
Promotion Dossier from Senior Vice President for Academic Affairs to FPAC	January 2
Promotion Recommendation from FPAC to Senior Vice President for Academic Affairs	February 1
Promotion Notification	March 1
Contract Issued	May 1
Signed Contract Due	May 15

D. Under special circumstances, the Employer may permit a faculty member to apply for promotion in advance of the schedules set forth in this Article.

E. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures.

ARTICLE XXI

SUPPORT FOR FACULTY PROFESSIONAL DEVELOPMENT

A. Professional Meetings, Workshops, Conventions, Seminars

1. To receive any level of funding, a faculty member must demonstrate how the attendance or participation will be of benefit to the faculty member(s) in his/her position at the College and to the College.
2. Request for support should be filed six (6) weeks before the date of the meeting, workshop, etc.
3. All faculty members receiving funds must file a written report within two (2) weeks after returning from the meeting. The report should include a discussion of the meeting/participation and its resultant benefits to the faculty member in his/her position at the College.
4. Applicants must have the endorsement of their appropriate Department Chairs and Division Deans.
5. Three (3) levels of funding will be available (full, partial, and minimum funding). The funding level will be determined by the Senior Vice President for Academic Affairs.

B. Off Campus Concerts

1. To receive any level of funding, a faculty member must demonstrate how the College's support of a professional off campus concert will be of benefit to the faculty member in his/her position at the College and to the College.
2. Request for support should be filed twelve (12) weeks before the date of the concert.
3. A written report evaluating the effect, impact, and College and faculty benefit must be filed three weeks after the concert.
4. Applicants must have the endorsement of their appropriate Department Chairs and Division Deans.
5. Three (3) levels of funding will be available (full, partial, and minimum funding). The funding level will be determined by the Senior Vice President for Academic Affairs.

C. Faculty Recording in Berklee College of Music Studios

1. To receive support for a recording project, a faculty member must demonstrate how the recording project will:
   a. Support the professional development of participating faculty;
   b. Enhance the image and reputation of the College; and
   c. Be used as a positive means of attracting students.
2. Request for support must be filed one (1) semester before the proposed date(s) of the recording. Normally, a recording of a live Performance Center concert should be submitted to support the application. The support of appropriate Department Chairs and Division Deans will be given appropriate consideration. The Senior Vice President for Academic Affairs will make the final decision.
3. For approved applications, the College will make available an agreed upon number of hours of studio time including engineers and appropriate support personnel. The creative performance direction of the project will be determined

by the approved faculty leader. The College can choose up to twelve (12) minutes from the total recording project for possible inclusion on a faculty sampler. The College does have the right of refusal of any recorded material for sampler inclusion.

4. The College reserves the right to distribute its recordings (faculty sampler) at no charge for the sampler to various parties including: radio stations and other promotional sources; to alumni; friends, and others; and to sell copies to its own College Bookstore as College mementos. Liner note copy must be approved by the College and the respective faculty leader. The only expenses absorbed by the College are those related to direct studio recording, mixing, etc. All other expenses (performers, copyist, arrangers, etc.) are the responsibility of the faculty leader.
5. The Master tape will be made available to the faculty leader(s) for his/her own use and/or possible placement with a recording company, distributor, producer, etc. Prior to the recording session, all participants in the recording session must sign an appropriate release relinquishing any claim to compensation unless and until recordings from the master tape are ever released professionally for resale to the general public. The release must specify the compensation which will then be paid and the source responsible for payment. The College itself must be held harmless from any liability or responsibility for any such payments and be permitted to retain the right to issue subsequent releases of the recordings for its own purposes as described above. Under these circumstances, a copy of the master tape will be released to the faculty leader. Any professional recording release must credit the Berklee Recording Studios.

D. The College encourages faculty to seek educational programs which will enhance their ability as professional educators, musicians and scholars. The following guidelines are offered for the support of educational development.

1. Educational study grants for degrees from accredited graduate programs will be made available on a limited basis to faculty whose proposal for support best demonstrates how the study will benefit the College and faculty member. The Senior Vice President for Academic Affairs may also set educational objectives for full-time faculty.
   a. The College may provide tuition assistance for some approved studies which are job related degree programs. The amount will be determined by the Senior Vice President for Academic Affairs.
   b. In order to receive tuition reimbursement the faculty member must:
      i. Seek and receive approval from the appropriate Department Chair and Division Dean.
      ii. Be accepted in an accredited advanced degree program.
      iii. Have his/her advanced degree study application submitted and approved by the announced dates.
      iv. Have the application for tuition reimbursement approved by the Senior Vice President for Academic Affairs.
      v. Have a minimum grade of B in all classes for which tuition reimbursement is requested.
      vi. Supply the College with a copy of the final grade report.

vii. Supply the College with proof of payment for courses successfully passed.

c. Support for advanced degree study will be offered if the Senior Vice President for Academic Affairs requires the faculty member to undertake such study for reappointment.

2. Special Training Grants

The College agrees to develop and implement programs that will help prepare some teaching faculty in fields and disciplines in which the College anticipates changing programmatic needs.

a. Participation in the programs shall be voluntary. The Senior Vice President for Academic Affairs will implement the program.

b. Faculty members must have their study/retraining program approved by the Senior Vice President for Academic Affairs eight (8) weeks before enrolling or undertaking said program.

c. Persons successfully completing said program or programs shall upon request be offered an interview for a specific position opening in the program field in which they have received the training.

3. Research/Creative Grants may be awarded in accordance with the following procedures:

a. The grants are for training, study, research or creative activity which does not lead to an advanced degree but will be of benefit to the College and faculty member.

b. The grants will improve teaching.

c. Request for support should be filed sixteen (16) weeks before the beginning date of the research/creative activity. The support of the appropriate Department Chairs and Division Deans must be included.

d. Grant funds will be advanced or reimbursed as approved in grant proposal.

e. Faculty members must file a written report within four (4) weeks after completion of approved grants.

f. Support for project(s) for which outside matching funds have been secured may also be granted.

E. This Article applies to both full-time and part-time faculty.

F. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures.

ARTICLE XXII

NO-STRIKE/NO-LOCKOUT

A. During the life of this Agreement, the Union, its representatives, agents or members, will not cause, assist, encourage, participate in, condone, ratify or sanction, and faculty will not take part in any leafleting, hand billing, picketing, strike, work stoppage, sit-down, slow-down, curtailment of work, restriction of work or interference with work of the Employer for any reason. The Union will not cause, assist, encourage, condone, ratify or sanction the faculty to refuse, and no faculty shall refuse, to cross any picket line established by any labor organization, including the Union, or group of individuals at the Employer's premises or any premises where the Employer is doing business. The Employer has the right to discipline, suspend or discharge any and all faculty taking part in any violation of this Article. The Employer's decision to discipline, suspend or discharge faculty under this Article shall not be subject to Article XI, Grievance Procedures, except as to the question of whether or not the employee took part in such conduct.

B. Notwithstanding the provision of Article XI, Grievance Procedures, the Employer shall be entitled to obtain immediate arbitration whenever a violation of Section A above shall be alleged. In this event, notice shall be made by telegram to the Union, and to the permanent arbitrators to be selected by the parties for such purposes, who shall serve as such for the duration of the Agreement. The arbitrator shall hold a prompt hearing within forty-eight (48) hours after receipt of the notice and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he/she shall prescribe appropriate relief including an order requiring any party or parties or employee or group of employees to desist from any violation of Section A above, and/or an award for damages, including liquidated damages, for a breach of this Article, after the same or a subsequent hearing, against the offending employee or employees, party or parties. In the event the arbitrator enters an order to desist from any violations of Section A above, it is agreed that he/she shall make as a part of his/her order a provision in his/her award to the effect that if he/she finds there is thereafter a continuing or future violation of this Article during the terms of this Agreement, it shall automatically be deemed to be subject to the desist order entered by the arbitrator in such proceeding. Upon receipt by the parties from the arbitrator of a finding that a continuing or future violation of Section A above has taken place, the offended party may proceed forthwith to secure a court order to confirm and enforce said desist order.

C. It is intended and agreed that the procedure herein established for the adjustment of grievances and disputes shall be the exclusive means for the determination of all grievances and disputes based upon an alleged breach of this Article. Neither the Employer nor the Union shall institute any action or proceeding in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the permanent arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted by any party contrary to this Agreement.

D. Whenever a violation of Section A of this Article shall be alleged, notification by telephone shall be made by the party claiming a violation to each of the arbitrators on said panel in turn until one is found to be immediately available to hear and decide the case in accordance with the provisions of this Article of the Agreement. The parties have agreed upon the following panel of arbitrators:

1. Phillip Dunn
2. Gary Wooters
3. Lawrence Katz

E. The costs of the arbitration shall be shared equally by the Employer and the Union.

F. During the life of this Agreement, the Employer will not lock out faculty members.

G. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XXIII

LAY-OFF

A. Lay-off is defined as the termination of a full-time faculty member or a part-time faculty member on a three (3) academic year contract for lack of work during the term of the faculty member's contract.

B. The Employer retains the exclusive right to determine the need for a lay-off, the number of full-time faculty members or part-time faculty members on a three (3) academic year contract to be laid off, programs to be affected and courses to be reduced.

C. In the event that the Employer determines that a lay-off is appropriate, the Union and the full-time faculty member or the part-time faculty member on a three (3) academic year contract who is to be laid off shall be given the following notice of lay-off:

Rank	Notice
Instructor	1 month
Assistant Professor	6 months
Associate Professor	12 months
Professor	12 months

D. In selecting full-time faculty members or part-time faculty members on a three (3) academic year contract to be laid off, the Employer will consider the following criteria in order of priority:

1. needs of the College;
2. performance of faculty member;
3. service to the College of faculty member;
4. needs of the students;
5. professional recognition;
6. educational achievements; and
7. seniority, if all else is equal.

E. A laid-off full-time faculty member will be eligible to be recalled to his/her same position for two (2) academic years. A laid-off part-time faculty member on a three (3) academic year contract will be eligible to be recalled to his/her same position for two (2) academic years or until the end of the three (3) academic year contract whichever is earlier. A recall offer must be accepted within one (1) month of each recall offer. Failure to accept a recall offer will result in the removal of the laid-off full-time faculty member from recall eligibility.

F. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures, except as specifically stated therein with respect to the selection of a full-time faculty member or a part-time faculty member on a three (3) academic year contract for lay-off.

G. This Article does not apply to part-time faculty, except those on a three (3) academic year contract.

ARTICLE XXIV

WORKING CONDITIONS

A. Scheduling

Faculty will teach no more than four (4) consecutive hours. The Scheduling Office will try to avoid scheduling extensive non-teaching hours between scheduled classes. Scheduling preferences may be submitted to the Department Chair and will be considered in determining faculty schedules but it is not mandatory these preferences be granted.

B. Teaching Hours

Teaching hours will be from 8:00 a.m. to 10:00 p.m., Monday through Friday inclusive. Normal scheduled teaching hours commence at 9:00 a.m. and end at 6:00 p.m., Monday through Friday inclusive.

1. A faculty member who commenced employment prior to November 4, 1996 may be assigned teaching hours different from the normal scheduled teaching hours upon mutual written agreement between the Senior Vice President for Academic Affairs and the faculty member.
2. A faculty member who commenced employment on or after November 4, 1996 may be assigned teaching hours from 8:00 a.m. to 10:00 p.m., Monday through Friday inclusive, unless mutual written agreement between the Senior Vice President for Academic Affairs and the faculty member calls for assigned teaching hours on Saturday or Sunday.
3. A faculty member who commenced employment on or after September 1, 2002 may be assigned teaching hours from 8:00 a.m. to 10:00 p.m., Monday through Sunday inclusive.

C. Class Size

All classes will have a maximum size as determined by the Senior Vice President for Academic Affairs with input from Departmental faculty. No class may be assigned more than ten percent (10%) above the maximum size without the prior approval of the affected faculty member.

D. Faculty Activities

Full-time faculty and, if requested, part-time faculty will participate each Fall Semester in Opening Day activities for a period not to exceed one (1) day. Full-time faculty and, if requested, part-time faculty will participate in department, division and College activities for a period not to exceed three (3) days during the week before the start of classes for the Spring Semester up to a maximum of twelve (12) hours. If the Monday of the week before the start of classes of Spring semester is a holiday, then the Friday prior to the week before the start of classes of Spring semester may be used for department, division and College activities. By the end of the Spring Semester, the College will provide notice to the faculty that Opening Day activities will be held that next Fall and the date and time thereof. Full-time faculty will not receive additional compensation. A part-time faculty member will be paid at his/her unit rate.

E. Diversity and Gender Training

All full-time and part-time faculty will be encouraged to participate in the College-sponsored and administered Diversity and Gender Awareness Program as scheduled by the College. Attendance at sessions by full-time and part-time faculty will be without compensation.

All full-time and part-time faculty, hired on or after September, 1995, for either the Fall or Spring Semester, as a condition of employment, must attend the Program for the first two (2) years of employment during new faculty orientation week. Attendance at sessions by full-time and part-time faculty will be without compensation.

F. Recruitment and Retention

The Employer and the Union agree that the recruitment and retention of students are important to the health of the College and the employment security of the faculty. Accordingly, full-time faculty are encouraged to participate in recruitment and retention efforts as approved by the Department Chair. Such participation will be without additional compensation. Activities may include, but are not limited to, the following:

- Berklee College of Music High School Jazz Festival
- Woodwind Day
- Bass Day
- Brass Day
- Percussion Day
- Song Writing Day
- College Fairs
- High School Visitations
- Berklee College of Music Scholarship Audition Tours
- Berklee College of Music-related Jazz Festivals (clinics, adjudications, etc.)
- Admission and Recruitment-related Attendance at Professional Meetings & Conferences
- Recruitment Clinics for On-campus Summer Workshops

G. Pre-Semester Duties

A full-time faculty member will be assigned during the week before the start of classes of the Fall semester or the Spring semester or both various duties up to a maximum of twelve (12) hours in a week. The faculty member will not receive additional compensation. A part-time faculty member may be requested to perform various duties during the week before the start of classes of the Fall semester or the Spring semester or both. If the part-time faculty member agrees, he/she will be paid at his/her unit rate.

H. Secretarial Assistance

Secretarial help will be available to faculty members for College-assigned responsibilities. All secretarial work must be approved by the Department Chair of the faculty member.

I. Faculty Offices

Office space will be provided each full-time faculty member.

J. Faculty Lounges

A faculty lounge area will be provided at the 150 Massachusetts Avenue building and at the 1140 Boylston Street building.

K. Workroom

A workroom with appropriate materials and equipment will be provided for faculty use.

L. Course Materials

Ownership of course materials will be in accordance with law, unless the faculty member and the College agree otherwise in writing. The College will not unreasonably deny a request by a faculty member to use course materials that the faculty member created.

M. Department Chair

Each faculty member will be assigned to a designated Department Chair and must be available for consultations with that Chair at a time specified by the Chair during an academic day.

N. Technology Training

The College and the Union agree to support the increased use of technology by faculty members in the classroom and recognize the need for faculty members to receive appropriate training in order to do so. Accordingly, a full-time faculty member may identify technology training as the project to support a request for a Sabbatical Leave, Professional Development, Research/Creative Grants and Release Time for Special College Projects; a part-time faculty member may identify technology training as the project to support a request for Professional Development and Research/Creative Grants.

O. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XXV

WORKLOAD – FULL-TIME FACULTY

A. A full-time faculty member has a primary obligation to the College. A full-time faculty member is one who supports the mission of the department, the division and the College through participation in teaching, advising and related duties, Service to the College and (for Associate Professors and Professors) Service to the Profession. The Union and the Employer agree that the primary responsibility of every faculty member is teaching. The parties further recognize that effective teaching requires scholarly activity, or serious faculty inquiry into research on teaching and learning. As part of the evaluation process, faculty are to report their research activities on teaching and learning.

B. Teaching, Advising, and Related Duties

1. a. Full-time faculty shall teach up to eighteen (18) teaching units per week. 18 teaching units is the equivalent of 14 contact hours of lecture teaching; 15 contact hours of conducting, performance studies or ear training teaching; or 18 contact hours of ensemble, laboratory or private lesson teaching. One (1) contact hour equals 1.25 teaching units of lecture teaching; or 1.18 teaching units of conducting, performance studies or ear training teaching; or 1.00 teaching unit of ensemble, laboratory or private lesson teaching.

   b. The Senior Vice President for Academic Affairs or his/her designee shall determine the number of teaching units in each type of teaching assignment for each faculty member.

   c. Faculty teaching ensemble courses are responsible during mid-term and final examination weeks for auditions and project bands during regular assigned class hours.

   d. A faculty member who is not teaching a full workload (eighteen (18) teaching units per week) will be required to reallocate the unused hours to perform additional Service to the College and/or additional advising to students and/or tutorials as determined by the Department Chair. These duties will be in addition to those required in other provisions of this Agreement.

2. Faculty must meet each teaching assignment at the scheduled time and place as determined at the beginning of each semester by the Senior Vice President for Academic Affairs or designee. The time and/or place of each teaching assignment may not be changed without the prior approval of the Senior Vice President for Academic Affairs or designee.

3. Faculty shall abide by each of the following policies for each teaching assignment:
   a. College policy regarding student homework, student projects and student assignments.
   b. The Senior Vice President for Academic Affairs or designee may require a faculty member to prepare a course outline for his/her teaching assignment. The faculty member must submit the course outline to the Senior Vice President for Academic Affairs or designee for his/her approval by a date to be determined by the Senior Vice President for Academic Affairs or designee. Each course outline shall be submitted on a form provided by the Senior Vice President for Academic Affairs or designee.
   c. A course syllabus prepared by the faculty member and approved by the Senior Vice President for Academic Affairs or designee must be on file in the Office of the Senior Vice President for Academic Affairs for each teaching assignment. A faculty member must prepare a course syllabus for his/her teaching assignment when an approved course syllabus does not exist for his/her teaching assignment or when the faculty member or the Senior Vice President for Academic Affairs or designee determines that an existing approved course syllabus should be revised. A faculty member must submit a course syllabus to the Senior Vice President for Academic Affairs or designee for approval on a form and by a date to be determined by the Senior Vice President for Academic Affairs or designee. Each course syllabus must be based upon the course outline and state the course of study, course objectives, student assignments and tests, criteria for grading, expected weekly hours of out-of-class student preparation, expectations for the students' educational attainment, the location and times of a faculty member's scheduled advising hours, and the opportunity for a student to schedule advising time by appointment with the faculty member. The faculty member will provide a copy of the course syllabus for his/her teaching assignments to each student at the student's first class meeting.
   d. The faculty member will follow and carry out the course outline and course syllabus for each teaching assignment.
   e. The faculty member will keep records of student attendance for each meeting of each teaching assignment and submit the record of attendance to the Senior Vice President for Academic Affairs or designee when requested.
   f. Each student in each teaching assignment must be tested and awarded grades by the faculty member in accordance with College policy. Grades for each student in each teaching assignment must be submitted to the Registrar on a date to be determined by the Registrar. The faculty member's record of grades for each test, paper or project for each student in each teaching assignment must be provided to the Chair upon request of the Chair.

4. The following requirements apply to advising students:
   a. Full-time faculty members must schedule at least two (2) hours per week and conspicuously post said schedule for student advising. Faculty members must be present at the scheduled locations, which must be on the College's campus, at all scheduled times. The time or place of scheduled advising hours may not be changed without the prior written approval of the Senior Vice President for Academic Affairs or designee. Faculty must also be available for student advising by appointment at other times and include such a reference in the course syllabus for each teaching assignment.
   b. For this and related sections, the term "advising" means general academic advising of students whether or not such student is enrolled in a faculty member's teaching assignment.
5. Release Time For Special College Projects
   a. Faculty may request a reduced teaching load for release time for special College projects. Such projects should, among other things, enhance classroom teaching, faculty development, curriculum development, program support and academic technology.
   b. The request for release time must demonstrate how the project will:
      i. enhance faculty effectiveness; or
      ii. encourage faculty development; or
      iii. increase departmental productivity; or
      iv. contribute to overall quality of the College's educational effectiveness, institutional planning and student services.
   c. The request must be filed in writing with the faculty member's Department Chair at least six (6) months before the proposed release time is to become effective.
   d. The Division Dean will make the final decision. The support of appropriate Department Chairs will be given appropriate consideration.
   e. The faculty member will be informed in writing of the Division Dean's decision not less than eight (8) weeks before the proposed release time is to become effective.
   f. A Department Chair or Division Dean may assign a faculty member to a special College project and the faculty member will receive a reduced teaching load for release time to complete the project. The Department Chair or Division Dean and the faculty member will agree mutually upon the number of teaching units which will be allocated to the project.
   g. A faculty member must submit a complete written report of the project's results upon completion of the project, if the project itself is not a written report.
   h. The denial of a special project request is not subject to the provisions of Article XI, Grievance Procedures.
   i. In the event the College disciplines a faculty member for not following the approved terms of a project and the Union grieves the discipline to arbitration, the only issue before the arbitrator is: Did the faculty member follow the approved terms of the project? The discipline imposed by the

Employer will not be before the arbitrator or subject to the provisions of Article XI, Grievance Procedures.

6. Full-time faculty must attend each week at least one (1) Department or Division faculty meeting.

C. Service to the College

1. Both the quantity and the quality of service contribution will be evaluated as significant factors in decisions relating to retention or promotion.

   The nature and timing of the contribution of the full-time faculty member for the next academic year will be discussed between the faculty member and his/her Department Chair and approved by the Department Chair by October 15. The request of the faculty member shall be considered by the Department Chair. However, the Department Chair is entitled to weigh the needs of the department, division and College as well as the qualifications and prior Service to the College assignments of the faculty member when the Department Chair determines the full-time faculty member's Service to the College assignment.

   If the full-time faculty member objects to the Department Chair's assignment, the faculty member may appeal the assignment by filing a written appeal to the Division Dean within five (5) calendar days of receiving the assignment. Said written appeal must set forth in detail the basis for the appeal. Within ten (10) calendar days after the written appeal is received by the Division Dean, a meeting will be held among the Department Chair, Division Dean, the full-time faculty member and, unless requested otherwise by the full-time faculty member, the Union President or designee. The decision of the Division Dean will be final.

2. Each full-time faculty member must perform one (1) or more of the duties listed in "a" through "k" below.
   a. Service on College Committees
   b. Advice to student groups
   c. Curriculum development
   d. Admissions recruitment, testing, and/or placement
   e. Jurying, auditions, project bands, and/or student recitals
   f. Faculty concerts, recitals, lectures, clinics, workshops, etc.
   g. Application for, receipt of, and/or administration of grants and/or contracts
   h. Departmental advising
   i. Special College assignments as approved by the Senior Vice President for Academic Affairs or designee
   j. Technology training
   k. Training for teaching students with learning disabilities

3. Full-time faculty may be requested to perform other related duties for the College which are in their area of expertise and promote the interests of the College, such as College meetings, College and non-college functions, educational programs, or other activities as requested by the Employer.

D. Service to the Profession

1. This section applies to faculty who are being evaluated for promotion to Associate Professor or Professor and to faculty who are being evaluated for retention at the rank of Associate Professor or Professor. However, the Employer recommends that all faculty participate in Service to the Profession.
2. Applicable faculty must participate in one (1) or more of the activities set forth below at "a" through "g" as determined by the Department Chair after consultation with the faculty member not later than May 31 of each year. The faculty member will request in writing not later than May 1 the undertaking which the faculty member proposes for approval. A service assignment must be completed during the period June 1 to May 31 unless approved for a period greater than one year but it cannot exceed the unexpired term of a faculty member's contract. Failure to secure timely approval of the service assignment will result in the undertaking not satisfying the requirements of this Section. A final report or a progress report, if the service assignment is approved for a period greater than one (1) year, regarding the assignment must be submitted to the Department Chair each year.
    a. Creative musical performances
    b. Creative musical compositions, which are performed or published
    c. Creative musical arrangements, which are performed or published
    d. Production or engineering
    e. Research or publication in one's primary area of teaching responsibility
    f. Leadership participation in scholarly, professional, or governmental organizations in one's primary area of teaching responsibility. This will not include Union or Union-related activities.
    g. Other professional service in one's field to the local, national, and/or international community. This will not include Union or Union-related activities.
3. Service to the profession must not interfere or conflict in any way with a faculty member's full-time obligation to the College or with any of the duties of a faculty member. In unusual circumstances, a faculty member may request that a leave from his/her full-time obligation to the College be granted by the Senior Vice President for Academic Affairs so that he/she may perform an extraordinary professional service, which has a clear and unmistakable benefit to the College. The Employer, in its discretion, may or may not grant the request.
4. Any service to the profession in which a faculty member is involved must:
    a. promote the best interests of the College.
    b. contribute to the faculty member's effectiveness as a teacher.
    c. not violate the College's patent or copyright policy.
    d. not permit an outside agent to have a preferred position with respect to information emanating from the College.
    e. not create or give the appearance of creating a conflict of interest.

E. No full-time faculty member will be employed by any other educational institution without the prior written approval of the Senior Vice President for Academic Affairs.

F. All new faculty and faculty assigned to new teaching responsibilities must attend the New Faculty Orientation program. Attendance will be without compensation.

G. Faculty who teach during the summer session may be assigned to teach, as needed, up to eighteen (18) teaching units per week.

H. Faculty must at all times maintain high standards of integrity in the conduct of their duties as described in this Article and support the mission of the College, its Divisions, and Departments.

I. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures. However, if the Employer requires a faculty member to perform more than that set forth in this Article, then the Union may process a grievance under Article XI, Grievance Procedures.

ARTICLE XXVI

WORKLOAD – PART-TIME FACULTY

A. Teaching, Advising, and Related Duties

1. a. During the term of this Agreement, part-time faculty may teach up to one (1) unit less per week than full-time faculty. (Reference Article XXV, Section B.1.a.)

   b. The Senior Vice President for Academic Affairs or his/her designee shall determine the number of units in each type of teaching assignment for each faculty member.

2. Faculty must meet each teaching assignment at the scheduled time and place as determined at the beginning of each semester by the Senior Vice President for Academic Affairs or designee. The time and/or place of each teaching assignment may not be changed without the prior approval of the Senior Vice President for Academic Affairs or designee.

3. Faculty shall abide by each of the following policies for each teaching assignment:

   a. College policy regarding student homework, student projects and student assignments.

   b. The Senior Vice President for Academic Affairs or designee may require a faculty member to prepare a course outline for his/her teaching assignment. The faculty member must submit the course outline to the Senior Vice President for Academic Affairs or designee for his/her approval by a date to be determined by the Senior Vice President for Academic Affairs or designee. Each course outline shall be submitted on a form provided by the Senior Vice President for Academic Affairs or designee.

   c. A course syllabus prepared by the faculty member and approved by the Senior Vice President for Academic Affairs or designee must be on file in the Office of the Senior Vice President for Academic Affairs for each teaching assignment. A faculty member must prepare a course syllabus for his/her teaching assignment when an approved course syllabus does not exist for his/her teaching assignment or when the faculty member or the Senior Vice President for Academic Affairs or designee determines that an existing approved course syllabus should be revised. A faculty member must submit a course syllabus to the Senior Vice President for Academic Affairs or designee for approval on a form and by a date to be determined by the Senior Vice President for Academic Affairs or designee.

      Each course syllabus must be based upon the course outline and state the course of study, course objectives, student assignments and tests, criteria for grading, expected weekly hours of out-of-class student preparation, expectations for the students' educational attainment, the location and times of a faculty member's scheduled advising hours, the opportunity for

a student to schedule advising time by appointment with the faculty member, and other related matters as requested by the Senior Vice President for Academic Affairs or designee. The faculty member will provide a copy of the course syllabus for his/her teaching assignments to each student at the students' first class meeting.

d. The faculty member must follow and carry out the course outline and course syllabus for each teaching assignment.

e. The faculty member must keep records of student attendance for each meeting of each teaching assignment and submit the record of attendance to the Senior Vice President for Academic Affairs or designee when required.

f. Each student in each teaching assignment must be tested and awarded grades by the faculty member in accordance with College policy. Grades for each student in each teaching assignment must be submitted to the Registrar on a date to be determined by the Registrar. The faculty member's record of grades for each test, paper or project for each student in each teaching assignment must be provided to the Chair upon request of the Chair.

4. The following requirements apply to advising students:

a. Faculty, in accordance with the workload set forth below, must schedule each week an office hour(s) for student advising and include such a reference in the course syllabus for each teaching assignment. The hours will be with compensation at his/her unit rate. Additionally, a Department Chair may require in writing a faculty member to schedule an additional office hour(s) for student advising and such scheduled additional office hour(s) will be with compensation at his/her unit rate. Faculty members must be present at the scheduled time and location, which must be on the College's campus. The time and place of scheduled office hour(s) may not be changed without the prior written approval of the Chair.

Weighted Teaching Units	
5 or more but less than 13.5	1 office hour
13.5 or more	2 office hours

Unweighted Teaching Units	
7 or more	1 office hour

b. Faculty, when teaching less than 5 weighted teaching units or less than 7 unweighted teaching units, must be available for student advising by appointment and include such a reference in the course syllabus for each teaching assignment. Additionally, a Department Chair may require in writing a faculty member to schedule office hour(s) for student advising and such scheduled office hour(s) will be with compensation at his/her unit rate. Faculty members must be present at the scheduled time and location, which must be on the College's campus. The time and place of

scheduled advising hour(s) may not be changed without the prior written approval of the Chair.

c. For this and related sections, the term "advising" means general academic advising of students whether or not such student is enrolled in a faculty member's teaching assignment.

5. Faculty, when teaching less than 13.5 units, are required to attend four (4) Department or Division faculty meetings each Fall and Spring semester, as assigned by the faculty member's Department Chair, and such attendance will be with compensation at the faculty member's unit rate. In the event the Department Chair or Division Dean requires in writing a faculty member to attend more than four (4) Department or Division meetings in a semester, the faculty member will be compensated at his/her unit rate.

6. Faculty, when teaching 13.5 or more units, are required to attend all Department or Division faculty meetings each Fall and Spring semester and such attendance will be with compensation at the faculty member's unit rate.

7. Faculty may be requested to perform Service to the College at the option of the Department Chair. Such service will be compensated at the faculty member's unit rate.

B. All new faculty and faculty assigned to new teaching responsibilities must attend the New Faculty Orientation program. Attendance will be without compensation.

C. Faculty who teach during the summer session may be assigned to teach, as needed, up to eighteen (18) teaching units per week.

D. Faculty must at all times maintain high standards of integrity in the conduct of their duties as described in this Article and support the mission of the College, its Divisions, and Departments.

E. This Article or any provision thereof is not subject to the provisions of Article XI, Grievance Procedures. However, if the Employer requires a faculty member to perform more than that set forth in this Article, then the Union may process a grievance under Article XI, Grievance Procedures.

ARTICLE XXVII

TRANSITION CONTRACT APPOINTMENTS

A. A full-time faculty member may participate in a College-sponsored program to transition from full-time faculty status.

1. A full-time faculty member is eligible for the Program if he/she has a combination of age and continuous years of service at the College as a full-time faculty member equal to 80 or more as of September 1 of the academic year in which the transition contract commences.
2. The eligible full-time faculty member submits a written request to the Senior Vice President for Academic Affairs not later than February 1 prior to the academic year in which the transition contract is to commence.
3. The Senior Vice President for Academic Affairs will notify in writing the eligible full-time faculty member not later than April 1 prior to the academic year in which the transition contract is to commence if he/she is accepted into the Program.
4. If accepted into the Program, the full-time faculty member will receive a contract to teach 27 teaching units each academic year for three (3) consecutive academic years. The faculty member will not be required to do registration duties, Service to the College and Service to the Profession. The faculty member may be assigned advising or tutorials or Service to the College duties in order to fill the guaranteed teaching units of 27. The faculty member will receive his/her full-time wages and full-time benefits.
5. A full-time faculty member, who has received a satisfactory evaluation/performance review each academic year for the three (3) academic years during which the faculty member was on a transition contract, will be converted to part-time status and receive a contract to teach 27 teaching units each academic year for the next three (3) academic years. The faculty member shall have the option of accepting or not accepting the three-year part-time contract. The faculty member may be assigned advising or tutorials or Service to the College duties in order to fill the guaranteed teaching units of 27. Said faculty member is not guaranteed a subsequent three (3) academic year part-time contract. The faculty member will be paid hourly at the same rate as he/she would be paid during the summer session (Article XXXV, Section B.3.), and will receive benefits as would a full-time faculty member.
6. The College agrees to replace a full-time faculty member who enters the Program with a part-time faculty member; however, the part-time faculty members who are appointed to these full-time faculty positions will be credited as new full-time faculty under the *Memorandum of Understanding - New Full-Time Faculty, Positions*, paragraph 5.
7. A faculty member participating in the Program will be evaluated each year not later than April 1 for that academic year pursuant to the procedures for part-time faculty set forth at Article XVI of the Agreement.

8. As of January 1, 2011, to the extent permitted by law, faculty members who have converted to part-time status pursuant to Section 5 above will have the right to elect to begin receiving retirement benefits under the defined benefit plan.
9. Faculty members who continue at or return to Berklee after participating in the Program shall not be eligible for medical/dental insurance.

B. This Article or any provisions thereof is not subject to the provisions of Article XI, Grievance Procedures, unless the subject to be grieved is grievable under Article XI, Grievance Procedures.

ARTICLE XXVIII

ACADEMIC FREEDOM

A. The teacher is entitled to full freedom in research and the publication of the results subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into the teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession, and an educator. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As an individual of learning and an educator, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XXIX

BENEFITS – LEAVES OF ABSENCE

A. Sabbatical Leave (Full-time Faculty)

1. Application for sabbatical leave shall include but not be limited to:

   a. The presentation of a definite plan for a project which will make a significant professional and/or academic contribution. The following written form should be used:

      i. Title

      ii. Objective

      iii. State the specific short and long-term goals associated with the sabbatical leave request.

      iv. Rationale – Note how the project will result in academic or professional growth which will:

         a) demonstrably advance the professional recognition, retraining, or professional development of the faculty member.

         b) benefit the future of Berklee College through the faculty member's participation.

      v. Methods and procedures:
      Give the specific details of the plan, including, but not limited to, a description of the artistic or performance activity, articles or books to be initiated or completed, research techniques, etc. Include a thorough statement of the expected outcome of the plan and the means by which the results of the work will be evaluated.

      vi. Collaborative arrangement:
      If the plan requires the participation of other individuals or institutions, provide evidence that such arrangements have been made prior to beginning the sabbatical.

      vii. Conditions:
      Each faculty member who is granted a sabbatical leave shall agree to serve at the College for at least one (1) academic year after the completion of the sabbatical and shall give a judgment note to the College for the amount of the sabbatical leave, said judgment note to be canceled at the end of the required year of service or at the death or permanent disability of the faculty member. Each faculty member who is granted a sabbatical leave shall inform the College of other salaries, grants, fellowships, or financial support which the faculty member anticipates receiving or does receive for the period of the leave.

2. Eligibility

   To be eligible a faculty member must:

   a. Have a full-time faculty status with at least six (6) consecutive years of full-time service at the College.
   b. Have a project involving academic or professional growth approved by the appropriate Department Chair and Division Dean which will demonstrably advance professional recognition to the benefit of the individual and the College. Final approval will be by the Senior Vice President for Academic Affairs.

3. Procedure

   a. All applications for sabbatical leave shall be submitted to the appropriate Department Chair with a copy to the Senior Vice President for Academic Affairs by November 15 for sabbaticals beginning in the next academic year.
   b. The Senior Vice President for Academic Affairs shall notify the faculty member by January 15, as to the decision regarding the sabbatical request.

4. Term

   Sabbatical leave shall be either one (1) academic term at full pay or two (2) academic terms at half (1/2) pay. If a faculty member receives a grant in connection with a sabbatical leave, the condition of the sabbatical may be adjusted by the Senior Vice President for Academic Affairs to coincide with the grant provisions.

5. Subsequent Leaves

   A faculty member may apply for a subsequent sabbatical after six (6) consecutive years of additional services as a full-time faculty member.

6. Obligations of sabbatical recipients

   The recipient of a sabbatical leave incurs these obligations:

   a. To make every reasonable effort to fulfill the terms of the sabbatical;
   b. To return to Berklee College for a minimum of one (1) year following the completion of the sabbatical;
   c. To report on Sabbatical Leave by the end of the first (1st) academic term following return to the College from Sabbatical leave, the faculty member shall file a written account of sabbatical activities and accomplishments with the Department Chair and Senior Vice President for Academic Affairs; and
   d. In the event a faculty member desires to change or encounters problems in accomplishing approved sabbatical objectives, he/she must notify the Senior Vice President for Academic Affairs and reach a mutually agreed upon adjustment of the sabbatical objectives.

7. Miscellaneous - Time spent by a faculty member on a sabbatical leave will be credited for the purpose of determining eligibility for promotion. A faculty member on sabbatical leave shall be continued in all College benefit programs.

8. In the event the Employer disciplines a faculty member for not following the approved terms of the sabbatical and the Union grieves the discipline to arbitration, the only issue before the arbitrator is: Did the faculty member follow the approved terms of the sabbatical? The discipline imposed by the Employer will not be before the arbitrator.

B. Professional Leave (Full-time and Part-time Faculty)

1. Application will include:
   a. The presentation of a definite plan for the scholarly or professional use of the leave which will demonstrably advance professional recognition of the faculty member and the College.
   b. An indication of the specific term(s) for which the leave is requested.
   c. Application must be endorsed by the Department Chair and Division Dean. Final approval will be at the discretion of the Senior Vice President for Academic Affairs.
   d. Application will be submitted to the Department Chair with a copy to the Division Dean and Senior Vice President for Academic Affairs at least six (6) months prior to the requested date for commencement of the leave.
   e. The Senior Vice President for Academic Affairs will notify the faculty member of the approval or disapproval of the leave not less than three (3) months prior to the requested date for commencement of the leave.
2. Length of Service Qualifications
   a. A full-time faculty member must have at least five (5) years of full-time service at the College.
   b. A part-time faculty member must have at least ten (10) semesters of part-time service at the College.
2. This leave will be without pay.
3. Time spent by a faculty member on professional leave will not be credited for the determination of eligibility for promotion. Subject to the terms of the insurance carrier, the faculty member may be eligible to continue medical, life and disability insurance if the faculty member makes the required contributions at 100% of the applicable rate.
4. A professional leave will not be longer than one (1) academic year.
5. Within eight (8) weeks after return from a professional leave, the faculty member will submit a detailed report of the results of his/her leave.

C. Military Leave (Full-time Faculty)

1. Military leave, in accordance with established procedures, is extended to all faculty members who are involuntarily inducted into the armed services or called to active duty with the assurance of re-employment within six (6) months of the date of their honorable discharge or release from active duty, said employment to commence at the beginning of the next semester or school year following sufficient notification by the faculty member in question of his or her desire to resume employment.
2. Annual Training

   A faculty member who is a member of the Reserve Forces or the National Guard and who is ordered to duty during an academic period in which he/she is scheduled to work shall, upon request, be granted military leave of absence to engage in a temporary tour of duty, not to exceed fifteen (15) working days in any calendar year.

3. Continual Service
   Time granted for military leave shall be considered continual service. A faculty member on military leave shall be placed on the appropriate salary scale when returning to full-time service at the College.
4. Benefits
   The leave at Section 2 directly above is with pay and benefits.

D. Sick Leave (Full-time and Part-time Faculty)
The College will continue its policies regarding absence from class and emergencies due to illness.

E. Funeral Leave (Full-time and Part-time Faculty)
1. A faculty member who experiences the loss of a member of his/her immediate family or a member of his/her immediate household will be allowed time off with pay for up to a maximum of seven (7) consecutive calendar days. The leave is available at or near the time of death.
2. Immediate family will mean parents (including in-laws), siblings, spouse or domestic partner, children, stepchildren, grandparents, and grandchildren. Immediate household will mean an individual of an intimate, family-like relationship to the faculty member who lives with the faculty member.
3. The faculty member will notify the Employer of the loss of a member in the family and the absence as soon as possible.

F. Court Leave (Full-time and Part-time Faculty)
The Employer will grant court leave to a faculty member who is summoned to jury duty. Upon receipt of the summons, the faculty member will notify the Department Chair. The faculty member will be paid while on jury duty in accordance with current statutory provisions.

G. Special Leave (Full-time and Part-time Faculty)
Special leave, with or without pay, for faculty illness or other good and sufficient cause, may be granted at the discretion of the Senior Vice President for Academic Affairs.

H. Paid Parental Leave (Full-time and Part-time Faculty)
1. a. The Parental Leave Provisions are intended to be consistent with the Family and Medical Leave Act, the Massachusetts Maternity Leave Act, and other related State and Federal statutes. Berklee College of Music provides up to twelve (12) weeks of Parental Leave paid at one-half (1/2) the faculty member's wage to a full-time or a part-time male or female faculty member, who qualifies for medical insurance under Section B of Article XXXIII and who is scheduled to teach during the leave and who qualifies for leave under the Family and Medical Leave Act. Parental leave is for the purposes of birth, adoption, or the placement of a child in foster care. The phrase "for the purposes of" giving birth or adopting refers to preparing for or anticipating in the birth or adoption of a child.
   b. A faculty member may commence twelve (12) consecutive weeks of parental Leave at any time within one (1) year of the event so long as the twelve (12) week period falls within the same semester.
   c. In the alternative, under the College's current disability insurance coverage, women faculty who are covered under the disability policy and who have a child pursuant to a normal birth are entitled to six (6) weeks

leave at full pay, plus an additional six (6) weeks leave at half (1/2) pay. In the event of qualifying birth complications (e.g. caesarian), covered faculty women are entitled to eight (8) weeks leave at full pay plus an additional four (4) weeks leave at half (1/2) pay.

d. If the twelve (12) weeks of Parental Leave end during the last half (1/2) of a semester, the faculty member will be assigned to a special project for the remainder of the semester.

2. In accordance with Massachusetts's law, a full-time female faculty member who does not qualify for leave under the Family and Medical Leave Act may be granted up to eight (8) weeks of unpaid Parental Leave.

3. Procedure for Requesting Leave

The process for requesting Parental Leave is as follows:

a. A faculty member is required to complete a Parental Leave request form available in the Office of Human Resources.

b. A faculty member is required to submit his/her request form at least two (2) months prior to the beginning of his/her anticipated leave. If the date of birth or placement or previously unknown factors require leave to begin in less than two (2) months, or at a later date, the faculty member shall provide such written notice as is practicable.

c. The request form should be submitted to the Chair of the Department.

d. The Human Resources Office will inform the faculty member of the determination of his/her leave request in writing.

e. The Human Resources Office will be available to discuss any relevant benefit information with the faculty member.

f. Upon request, the faculty member will cooperate with the College to plan coverage of his/her classes during the leave period.

4. Extended Unpaid Parental Leave Requests

A faculty member may request additional unpaid leave up to an additional 40 weeks. Requests for this additional 40 weeks can be made when he/she submits his/her initial request or during the leave period. When a situation occurs which requires additional unpaid leave beyond the initial paid twelve (12)-week period, the faculty member will submit a request in writing to his/her Department Chair. Requests for unpaid leave up to a total maximum period of 40 weeks will be granted. If leave is granted beyond the initial paid twelve (12)-week period, the College will retain the faculty member's position, or the equivalent thereof, for the additional period of time consistent with the approved extended leave period.

5. Continuation of Benefits

a. The continuation of benefits is subject to the terms and conditions of the insurance carriers. Health, disability and life insurance may continue during the paid leave period, provided that the faculty member continues to make his/her contributions to the plans.

b. During the unpaid extended leave period, the faculty member must pay the full amount of the premium to the plans.

c. The Family and Medical Leave Act continues to apply in all respects, such as in a situation where an individual is disabled.

6. Miscellaneous

In the event that any federal, state and/or local law, regulation, executive order, judicial/agency decision, or other requirement provides payment to an individual who takes parental leave, the gross amount of such payment shall be deducted from any gross amount due for payment under this policy or any other leave policy or practice.

I. Provisions relating to Sabbatical, Professional, or Special Leaves are not subject to arbitration under Article XI, Grievance Procedures.

ARTICLE XXX

BENEFITS – TUITION REDUCTION FOR BERKLEE COURSES

A. Tuition Reduction For Berklee Courses For Full-time and Part-time Faculty Commencing Employment Prior To Or On September 1, 1992.

1. Any full-time faculty member and any part-time faculty member, who has taught 13.5 or more teaching units for three (3) Fall Semesters, is eligible for a tuition reduction of one hundred percent (100%) for a maximum of two (2) courses per term for any and all classroom or ensemble courses, including graduate courses, audited for non-credit. This tuition reduction does not apply to undergraduate and graduate private lesson study and is based upon the availability of space within the class or ensemble.
2. Any part-time faculty member is eligible for a tuition reduction of fifty percent (50%) for a maximum of two (2) courses per term for any and all classroom or ensemble courses, including graduate courses, audited for non-credit. This tuition reduction does not apply to undergraduate and graduate private lesson study and is based upon the availability of space within the class or ensemble.
3. A spouse or child, who has been accepted to the College, of any full-time faculty member and any part-time faculty member, who has taught 13.5 or more teaching units for three (3) Fall semesters, will be eligible for a 100% tuition reduction (excluding fees) per semester, excluding graduate courses.
4. A spouse or child, who has been accepted to the College, of any part-time faculty member, will be eligible for a 50% tuition reduction (excluding fees) per semester, excluding graduate courses.

B. Tuition Reduction For Berklee Courses For Full-time and Part-time Faculty Commencing Employment After September 1, 1992.

1. Any full-time faculty member is eligible for a tuition reduction of one hundred percent (100%) after five (5) years of full-time service for a maximum of two courses per term for any and all classroom or ensemble courses, including graduate courses, audited for non-credit. Tuition will be prorated at the rate of 20% discount per each full year of service during the first four (4) years of employment. This tuition reduction does not apply to undergraduate and graduate private lesson study and is based upon the availability of space within the class or ensemble.
2. Any part-time faculty member, who has taught 13.5 or more teaching units for three (3) Fall semesters within the past five (5) years, is eligible for a tuition reduction of one hundred percent (100%) for a maximum of two (2) courses per term for any and all classroom or ensemble courses including graduate courses, audited for non-credit. This tuition reduction does not apply to undergraduate and graduate private lesson study and is based upon the availability of space within the class or ensemble.
3. Any part-time faculty member is eligible for a tuition reduction of fifty percent (50%) after five (5) years of service for a maximum of two (2) courses per term for any and all classroom or ensemble courses including graduate courses, audited for noncredit. Tuition will be prorated at the rate of 10% discount per each full

year of service during the first four (4) years of employment. This tuition reduction does not apply to undergraduate and graduate private lesson study and is based upon the availability of space within the class or ensemble.

4. A spouse or child of any part-time faculty member, who has taught 13.5 or more teaching units for three (3) Fall semesters within the past five (5) years, will be eligible for a 100% tuition reduction (excluding fees) per semester, excluding graduate courses.
5. A spouse or child, who has been accepted to the College, of any full-time faculty member will be eligible for a 100% tuition reduction (excluding fees) per semester after five (5) years of full-time service by the faculty member, excluding graduate courses. Tuition will be prorated at the rate of 10% discount per each full year of service during the first four (4) years of employment.
6. A spouse or child, who has been accepted to the College, of any part-time faculty member will be eligible for a tuition reduction of 50% (excluding fees) per semester after five (5) years of service by the faculty member, excluding graduate courses. Tuition will be prorated at the rate of 10% discount per each full year of service during the first four (4) years of employment.

ARTICLE XXXI

BENEFITS – RETIREMENT PLANS

The Employer will cover eligible full-time faculty and eligible part-time faculty under its retirement plans as follows:

A. Defined Benefit Plan

1. The Employer offers a defined benefit retirement plan funded entirely by the Employer which guarantees an annuity for qualifying full-time faculty when they retire or if they choose to leave the employ of the Employer prior to retirement age. Employees are fully vested in the plan after seven (7) years. The normal amount of the annuity for each individual is based on a formula involving salary, years of service, marital status and age at time of retirement. In addition, as of January 1, 2002, Plan Amendment THREE to the January 1999 Plan Restatement provided a supplemental benefit to certain individuals for service prior to that date. Eligibility is based on full-time service.
2. Eligibility
   "Full-time faculty member" for purposes of the Plan means an employee who is a member of the faculty and is designated as full-time in his/her contract and either: (1) was a full-time faculty member on or before December 31, 2011; (2) was a part-time faculty member on or before October 1, 2010, and is converted or promoted to full-time status after December 31, 2011 and before September 2, 2016; or (3) was a non-faculty College employee participating in the Plan at the time the employee became a full-time faculty member.
3. The Plan will be closed to new entrants as of December 31, 2011, except for part-time faculty members as of October 1, 2010 who are converted or promoted to full-time status after December 31, 2011 and before September 2, 2016. The Plan will be closed to all new entrants as of September 2, 2016.

B. 403(b) Retirement Savings Plan – For Defined Benefit Plan Members

1. The Employer offers participation in its 403(b) Retirement Savings Plan for eligible full-time faculty in accordance with plan terms. Among other things, the plan provides for a College match as of January, 2003 to certain employee contributions for all eligible full-time faculty as set forth below. The match for calendar year 2003 is modified to reflect a September 1, 2002 start date.
2. Eligibility
   The Berklee College of Music, Inc. 403(b) Retirement Savings Plan – For Defined Benefit Plan Members applies as follows:
   a. "Full-time faculty member" for purposes of the Plan means an employee who is a member of the faculty and is designated as full-time in his/her contract and either: (1) was a full-time faculty member on or before December 31, 2011; (2) was a part-time faculty member on or before October 1, 2010, and is converted or promoted to full-time status after December 31, 2011 and before September 2, 2016; or (3) was a non-faculty College employee participating in the Plan at the time the employee became a full-time faculty member.

3. College Contributions

a. The College will contribute from the full-time faculty member's first year of full-time service after commencement of this plan on January 1, 2003, one hundred percent (100%) of that portion of the full-time faculty member's voluntary contribution, which does not exceed three percent (3%) of the full-time faculty member's compensation.

C. 403(b) Retirement Savings Plan – For Non-Defined Benefit Plan Members

1. Eligibility

The Employer will provide retirement benefits to full-time faculty members and part-time faculty members who do not participate in the defined benefit retirement plan.

2. The Employer will offer participation in the 403(b) Retirement Savings Plan – For Non-Defined Benefit Plan Members for full-time faculty members and part-time faculty members in accordance with plan terms.

a. Among other things, the plan will provide for full-time faculty members an automatic 3% contribution by the College, and a College match to certain employee contributions as set forth below, from the full-time faculty member's first year of full-time service. The College will contribute one hundred percent (100%) of that portion of the full-time faculty member's voluntary contribution, which does not exceed six percent (6%) of the full-time faculty member's compensation.

b. For part-time faculty members who are eligible for medical/dental insurance benefits under Section B of Article XXXIII, the College will contribute an amount equal to fifty percent (50%) of that portion of the eligible part-time faculty member's voluntary contribution which does not exceed ten percent (10%) of the eligible part-time faculty member's compensation.

D. General Provisions

It is understood that full-time faculty will be eligible <u>either</u> for (a) the defined benefit plan and the Berklee College of Music, Inc. 403(b) Retirement Savings Plan – For Defined Benefit Plan Members, or (b) 403(b) Retirement Savings Plan - For Non-Defined Benefit Plan Members, but not both.

ARTICLE XXXII

BENEFITS – LIFE AND DISABILITY INSURANCE PLANS

A. Life Insurance

1. The Employer provides full-time faculty with employer paid basic life insurance payable to designated beneficiaries upon the employee's death. The amount of the insurance is equal to one year's base salary rounded to the next thousand-dollar level. Eligible employees may also purchase an optional supplemental policy or additional dependent coverage for their eligible spouse and eligible children.
2. The Employer provides part-time faculty who satisfy the eligibility requirements of Section B of Article XXXIII (i.e., satisfy eligibility requirements for medical insurance), with employer paid basic life insurance in the amount of $25,000, payable to designated beneficiaries upon the employee's death. Eligible employees may also purchase an optional supplemental policy or additional dependent coverage for their eligible spouse and eligible children.

B. Disability Insurance

1. The Employer provides short-term and long-term disability insurance for full-time faculty commencing after the completion of one year of employment as a full-time faculty member. The short-term disability insurance plan provides 100 percent salary replacement for up to 90 days during absences due to qualifying sickness or accident. If an eligible faculty member is disabled for 90 days or longer, the long-term disability insurance plan becomes an option. The insurance provider determines eligibility for both plans.
2. The Employer provides short-term and long-term disability insurance for part-time faculty who satisfy the eligibility requirements of Section B.1.a. of Article XXXIII. The short-term disability insurance plan provides 100 percent wage replacement for Berklee wages for up to 90 days during absences due to qualifying sickness or accident. If an eligible part-time faculty member is disabled for 90 days or longer, the long-term disability insurance plan becomes an option. The insurance provider determines eligibility for both plans.

C. Coverage under the group insurance programs is subject to the employee's acceptance by the insurance carrier. Reasonable rules and regulations may be promulgated by the Employer to make effective the intent and the purpose of this Article. It is understood that the above plans are insured plans, and hence, are subject to all terms, requirements and restrictions that may be imposed by the insurance carriers or by the laws and regulations governing insurance carriers which are now or hereafter applicable. It is understood that the rights of the employees are governed by the terms of the policies and not by this Agreement, and that any right of an employee under any policy shall be enforced under said policy by an employee and not under this Agreement nor under the provisions of Article XI - Grievance Procedures.

ARTICLE XXXIII

BENEFITS – MEDICAL AND DENTAL INSURANCE PLANS

A. The Employer offers participation to full-time faculty in medical and dental insurance plans as set forth below.

1. a. The Employer and the Union agree that an eligible faculty member may elect the Tufts Health Plan HMO or PPO plan~~s~~.

   b. The Employer agrees to make available a three (3)-tier rate structure, which will provide options for one (1) person, for two (2) person families and three (3) or more person families so long as the carrier continues to allow this option.

   c. The Employer and the Union agree that contributions toward the Tufts Health Plan HMO or PPO plans will be 65% by the Employer and 35% by the full-time faculty member of the monthly premium.

2. The Employer will make available to full-time faculty a three (3)-tier benefit structure with Delta Dental Premier or a comparable plan with an annual maximum benefit payment of $2,000. The Employer will contribute 65% and the full-time faculty member will contribute 35% of the monthly premium.

3. The annual full-time faculty member contributions to the selected medical and dental insurance coverage will be withheld from the faculty member's wages in a manner that coincides with his/her elected payment schedule (i.e., over 9 calendar months or 12 calendar months).

4. The Employer and the Union agree that the Employer, at its discretion, may change insurance carriers, designation of the primary plan, or structure of the plan. The Employer agrees to notify the Union and discuss with the Union and consider the input of the Union prior to making such changes, together with the effective date of the change. The Employer and the Union agree that a change of primary plan may require the phasing out of other plans.

B. The Employer offers participation to eligible part-time faculty in the medical and dental insurance plans applicable to full-time faculty members as set forth below.

1. a. the part-time faculty member was hired as a part-time faculty member and has taught not less than 500 teaching units during the Fall semester, Spring semester and 12 Week Summer Program in any period of two (2) consecutive years commencing on or after September 1, 2000; or

   b. the part-time faculty member was one of the part-time faculty members initially included in the full-time faculty medical insurance plan as set forth in the Memorandum of Understanding between the Employer and the Union, dated August 21, 1986; or

   c. the part-time faculty member is employed under a three (3) academic year contract as set forth at Article XVIII.

2. Eligibility under Section B.1.a. above will be determined as of September 1 of each academic year. Once eligible, a part-time faculty member will remain eligible for the term of this Agreement so long as the part-time faculty member teaches at least 45 teaching units during each of the Fall and Spring semesters of each academic year of the Agreement.

3. A part-time faculty member, who is eligible to participate in the medical insurance, is eligible to participate in the Employer's dental protection plan.
4. Eligible part-time faculty may elect individual, double, or family coverage in any of the medical insurance plans so long as the carrier continues to allow this option.
5. a. The Employer and the Union agree that the Employer will contribute sixty-five percent (65%) of the premium of individual coverage for the medical and dental plans and the part-time faculty member will contribute the balance of the premium for the elected individual, double, or family coverage. However, if the part-time faculty member was hired as a part-time faculty member and has taught as a part-time faculty member not less than 1020 teaching units during the Fall semester, Spring semester and 12 Week Summer Program in any period of two (2) consecutive years commencing on or after September 1, 2000, or the part-time faculty member is employed under a three (3) academic year contract (Article XVIII), the employer will contribute to the offered medical insurance and dental insurance plans in the same percentage amounts as it does for a full-time faculty member for the elected individual, double or family coverage and the part-time faculty member will contribute the balance of the premium for the selected coverage.
   b. As of January 1, 2011, if the part-time faculty member was hired as a part-time faculty member and has taught as a part-time faculty member not less than 810 teaching units during the Fall semester, Spring semester and 12 Week Summer Program in any period of two (2) consecutive years commencing on or after January 1, 2009, or the part-time faculty member is employed under a three (3) academic year contract (Article XVIII), the employer will contribute to the offered medical insurance and dental insurance plans in the same percentage amounts as it does for a full-time faculty member for the elected individual, double or family coverage and the part-time faculty member will contribute the balance of the premium for the selected coverage.
   c. The annual faculty member contributions to the selected medical and dental insurance coverage will be withheld from the Fall and Spring semester payroll.
6. The Employer will determine the eligibility of a part-time faculty member to participate in the medical and dental insurance programs and its determination is subject to the provisions of Article XI - Grievance Procedures.
7. The Employer and the Union agree that the Employer, at its discretion, may change insurance carriers, designation of the primary plan, or structure of the plan. The Employer agrees to notify the Union, discuss with the Union and consider the input of the Union prior to making such changes, together with the effective date of the change. The Employer and the Union agree that a change of primary plan may require the phasing out of other plans.

C. Section 125
The Employer offers participation in a Section 125 plan to full-time and part-time faculty members. Under this plan, faculty members may contribute pre-tax dollars to either a medical reimbursement plan and/or a dependent care plan.

D. Coverage under the group insurance programs is subject to the employee's acceptance by the insurance carrier. Reasonable rules and regulations may be promulgated by the Employer to make effective the intent and the purpose of this Article. It is understood that the above plans are insured plans, and hence, are subject to all terms, requirements and restrictions that may be imposed by the insurance carriers or by the laws and regulations governing insurance carriers which are now or hereafter applicable. It is understood that the rights of the employees are governed by the terms of the policies and not by this Agreement, and that any right of an employee under any policy shall be enforced under said policy by an employee and not under this Agreement nor under the provisions of Article XI - Grievance Procedures.

ARTICLE XXXIV

MANAGEMENT RIGHTS

A. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and its affairs, including the determination of the extent of its activities, business to be transacted, work to be performed, the location of its offices and places of business and equipment to be utilized. The Employer and the Union agree that the above statement of management rights is for illustrative purpose only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, except insofar as expressly and specifically limited by the provisions of this Agreement.

B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XXXV

WAGES

A. It is mutually understood and agreed that wages will be paid in accordance with the following provisions.

1. Full-time Faculty - Minimum Wages

	9/1/13
Instructor	$45,541
Assistant Professor	$50,991
Associate Professor	$59,980
Professor	$75,975

2. Part-time Faculty - Minimum Rates Per Teaching Unit

	9/1/13
Instructor	$50.94
Assistant Professor	$58.70
Associate Professor	$73.82
Professor	$85.64

3. Faculty will receive increases as follows:

9/1/13	9/1/14	9/1/15
3.00%	2.50%	2.50%

4. In the event said increase does not bring a faculty member to the minimum for his/her rank, the faculty member's wage will be increased to the minimum for the rank.

B. Summer Session

1. In the event the Employer needs full-time faculty during the summer semester, the Employer agrees to attempt to satisfy its staffing needs by requesting full-time faculty to volunteer for summer assignment. In the event the Employer is not able to satisfy its summer session needs from full-time faculty volunteers, the Employer may require full-time faculty to work.
2. Full-time and part-time faculty who teach during the summer session may be assigned to teach, as needed, up to eighteen (18) teaching units per week.
3. Full-time faculty who teach during the summer session will be paid at an hourly rate which will be at the same percentage above the minimum hourly rate for the faculty member's rank as the faculty member is above the full-time minimum for the rank. For example:

   An Assistant Professor who earns $56,090 (10% above rank minimum: $50,991 v. $56,090) will receive 10% above minimum hourly rate for rank, which is $64.57 ($58.70 + 10% (5.87) = $64.57).

4. Promoted full-time faculty, and part-time faculty converted to full-time positions, will be paid at an hourly rate that shall not be less than their hourly rate prior to their full-time promotion, or their conversion from part-time to full-time status.

C. Promotion Increase

1. A full-time faculty member upon promotion to the next rank will receive an increase in his/her base wage as follows:

Instructor to Assistant Professor	$4,000
Assistant Professor to Associate Professor	$4,500
Associate Professor to Professor	$5,000

2. A part-time faculty member upon promotion to the next rank will receive an increase in his/her hourly rate as follows:

Instructor to Assistant Professor	$4.00
Assistant Professor to Associate Professor	$4.50
Associate Professor to Professor	$5.00

If this increase does not bring the faculty member to the minimum for the rank, the faculty member's wage will be increased to the minimum for the rank.

D. In the unusual event a full-time faculty member is required to teach a load greater than that provided for at Article XXV, Workload – Full-time Faculty, the faculty member will be paid at the hourly rate for his/her rank as set forth at A.2. of this Article.

E. A faculty member may submit a written request for a wage increase greater than the amount set forth in this Article in accordance with the provisions of Article IX, Section B.

F. A full-time faculty member is eligible upon retirement for a one-time payment of $500.00 per year of continuous service at the College as a full-time faculty member if s/he has a combination of age and continuous years of service at the College as a full-time faculty member equal to 80 or more.

G. Full-time and part-time faculty members will be paid bi-weekly and will receive wages due for the bi-weekly period on Thursday of the following week. However, a full-time faculty member may elect in writing not later than July 1 of each year to receive his/her annual wage over nine (9) calendar months rather than twelve (12) calendar months.

H. This Article applies to both full-time and part-time faculty as described at Article I.

I. New full-time and part-time faculty hired for any academic year will not receive the wage increase effective as of September 1 of that year.

ARTICLE XXXVI

NUMBER OF FULL-TIME FACULTY

A. The number of full-time faculty employed by the College will be at least 175 so long as the number of tuition students is not less than 3,000.

B. Tuition students are defined as full-time and part-time students, but excludes spouse/dependents of faculty, Pro Arts, faculty members and staff members.

ARTICLE XXXVII

WAIVER OF RIGHT

A. The failure by either party to insist in any one situation upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such terms or provisions, and the obligation of the parties to such future performance shall continue. It is understood that neither party gives up the right to argue to prove the assistance of a past practice or lack thereof.

B. This Article applies to both full-time and part-time faculty as described at Article I.

ARTICLE XXXVIII

PRE-EXISTING RIGHTS, PRIVILEGES OR BENEFITS

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully and exclusively set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a mutual agreement to amend or supplement this Agreement.

B. This Article applies to both full-time and part-time faculty as described at Article I.

This Agreement becomes effective on the 1st day of September 2013.

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13

MEMORANDUM OF UNDERSTANDING

WORKPLACE DISCRIMINATION AND SEXUAL HARASSMENT POLICY – FACULTY

POLICY

The College and Union agree that it is the policy of the Berklee College of Music to maintain a working and learning environment that is safe, respectful, productive and free from sexual harassment and any other unlawful discrimination. Furthermore, the College and the collective bargaining agreement specifically prohibit any form of unlawful discrimination or harassment, based on race, color, religion, sex or gender, national or ethnic origin, age, physical or mental disability, Vietnam era or disabled veteran status, sexual orientation, genetic information or any other characteristic protected by applicable law.

The College, as well as state and federal laws, prohibits retaliation against any person who, in good faith, reports, assists in reporting or participates in an investigation of possible discrimination or sexual harassment. Any person who retaliates against such an individual will be subject to the College disciplinary procedures up to and including termination of employment by the College.

This document describes the process by which faculty can report prohibited conduct and how complaints will be addressed by the College.

DEFINITIONS

Sexual Harassment

Sexual harassment is a form of sex discrimination that violates federal and state laws as well as College policy. Faculty and administrators shall be held responsible for their acts of discrimination and sexual harassment and are subject to disciplinary action.

Sexual harassment, whether between people of different sexes or of the same sex, is defined to include, but is not limited to, unwanted sexual advances, unwelcome requests for sexual favors, and other behavior of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term and condition of an individual's academic status or employment; or
2. Submission to, or rejection of, such conduct by an individual is used as a basis for employment or academic decisions affecting him or her; or
3. Such conduct, whether verbal or physical, has the purpose or effect of unreasonably interfering with the individual's academic or work performance or of creating an intimidating, hostile, or offensive environment in which to work or to learn.

Sexual harassment can involve:

- Faculty and student
- Faculty and faculty
- Faculty and staff
- Faculty and Administrators
- Service providers and vendors of the College

The following behavior may constitute sexual harassment:
As stated by the Massachusetts Commission Against Discrimination (MCAD):

> "While it is not possible to list all those additional circumstances that outline sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness":

- Lewd remarks, whistles, or personal reference to one's anatomy
- Unwanted physical contact such as patting, pinching, or constant brushing against a person's body
- Subtle or overt pressure for sexual favors
- Persistent and offensive sexual jokes and comments
- Persistent and unwanted requests for dates
- E-mail messages of an offensive sexual nature
- Displaying sexually suggestive objects, pictures or cartoons

Other Unlawful Harassment and Discrimination
The law also prohibits a hostile educational or work environment based on any legally-protected class, which includes race, color, religion, national or ethnic origin, ancestry, sex or gender, age, physical or mental disability, sexual orientation, genetic information, Vietnam era or disabled veteran's status and any other characteristic protected by state or federal law. In its effort to prevent unlawful harassment or discrimination, the College prohibits negative or stereotyping jokes and demeaning or derogatory comments about any of these protected groups in any manner that may affect the work and educational environment.

PROCEDURES

There are two different processes for resolving harassment and discrimination complaints. They are the informal resolution, and formal resolution processes:

Informal Resolution
Any member of the Berklee community who believes that he/she has been harassed may first attempt to resolve the problem through discussion with the other party. When discussing the problem with that person would present particular stress or difficulties, the complainant has the right to consult with a College workplace discrimination and sexual harassment resource person listed in this policy. Conclusion of an informal proceeding ordinarily should be sought within three weeks of the beginning of informal proceedings. However, the complainant has the right to institute formal proceedings at anytime during this process.

Formal Resolution

If the problem has not been resolved to the satisfaction of the complainant through the informal process, she or he has the right to file a formal complaint in accordance with the following procedure, or, if appropriate, file a grievance pursuant to Article XI of the collective bargaining agreement.

A complainant has the right to institute formal proceedings without first availing him or herself of the informal procedure.

Where to file a complaint:

If the person alleged to be responsible for the harassment or discrimination is:

1. A student - file with the Student Judicial Officer (SJO) in the Office of the Vice President for Student Affairs.
2. A staff member or an administrator - file with the Associate Vice President for Human Resources.
3. A faculty member - file with the Senior Vice President for Academic Affairs or his/her designee.

What to include in a formal complaint:

The complaint should be reduced to writing by the complainant and should set forth the facts upon which the harassment complained of is based, the person alleged to be responsible, the names of the witnesses and the resolution sought.

When to file a complaint:

The complaint should normally be filed within 14 calendar days of the incident(s) giving rise to the complaint. The College may extend this period if it finds there are extenuating circumstances.

How a complaint will be processed:

If the charged party is a faculty member, the written complaint should be filed with the Senior Vice President for Academic Affairs (SVPAA).

1. The SVPAA (or his/her designee), upon receiving the complaint, will immediately (within one business day) notify and provide a copy of the written complaint to the charged party and request that he or she submit a written response to the charges normally within ten (10) working days. Response to a complaint is required and will be pursued to see that it is obtained in timely fashion. Also, the SVPAA or his/her designee will immediately notify in writing the Title IX Coordinator that a complaint has been filed.
2. Upon receiving the written response from the charged party, the SVPAA (or his/her designee) will attempt to resolve the situation through discussion, investigation or other steps that he or she feels is necessary. A faculty member has the right to be represented by the Union during an investigative interview. The complainant and the charged party will be informed in writing by the SVPAA (or his/her designee) of the results of the investigation and any action to be taken.
3. The SVPAA (or his/her designee) will send a summary report to the Title IX Coordinator.

4. The SVPAA's (or his/her designee) determination and penalty and/or remedy, if any, will be final. However, such discipline will be subject to the provision of Article XI, Grievance Procedure, of the collective bargaining agreement, except that only the discipline of termination during the term of the faculty member's contract will be subject to Step 4, arbitration.

Within the constraints of the academic schedule, the SVPAA (or his/her designee) will strive to conclude the investigation within thirty (30) working days from the date the original formal complaint was filed or as soon as practical depending upon schedules and availability.

**Note: the time limits mentioned in this policy are intended as reasonable amounts of time for specific activities to occur. The appropriate College officials may adjust the time lines at their option, while attempting to ensure a fair and equitable process for all parties.*

Confidentiality

The College recognizes that all individuals involved in processing the complaint may want their identity to remain confidential. However, issues of confidentiality must be balanced against the College's need to process the complaint and to resolve the problem.

Central reporting and coordination

Title IX regulations of the Education Amendments of 1972 require all college personnel to report any case of sexual harassment whether resolved informally or formally to the College's Title IX coordinator. (The role and responsibilities of the Title IX coordinator are assigned to the Vice President for Student Affairs, as noted under the following section entitled "Where to find Help.")

Such reports should not include the names or identities of the persons involved. They should include, however, a description of the complaint and the divisions or administrative units with which the participants are affiliated. Reports from decentralized areas will allow the Title IX coordinator to identify patterns of frequency in a particular area or location within the College and report these findings to the President, as necessary.

Berklee College of Music encourages anyone who believes he or she has been subjected to harassment or discrimination to use the procedures described above or, if appropriate, to file a grievance pursuant to Article XI of the collective bargaining agreement. In addition or instead, they may also file a formal complaint with the appropriate government agencies.

Complaints of discrimination or sexual harassment may be directed to:
Equal Employment Opportunity Commission
JFK Building
Room 475
15 New Sudbury Street
Boston, MA 02203
617-565-3200
(Statute of Limitations 300 days)

Massachusetts Commission Against Discrimination
One Ashburton Place
Boston, MA 02108
617-727-3990
(Statute of Limitations 300 days)

Where to find help:
The following is a list of the Workplace Discrimination and Sexual Harassment Resource Persons available to the College community:

Title IX Coordinator
Toni Blackwell, Associate Dean of Students/Student
617 747-2462, tblackwell@berklee.edu

Human Resources Office
Christine Connors, Vice President for Human Resources, Diversity, and Inclusion
617-747-2089, cconnors@berklee.edu

Student Judicial Officer (SJO)
Angela F.F. Davis, Associate Dean of Students
617 747-2268, adavis@berklee.edu

Union President
Jackson Schultz
617-747-8344, jschultz@berklee.edu

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13

MEMORANDUM OF UNDERSTANDING

NEW FULL-TIME FACULTY POSITIONS

1. The College will offer full-time faculty positions to twelve (12) part-time faculty members selected by the College in its discretion, as follows: four (4) part-time faculty members by September 1, 2014, four (4) part-time faculty members by September 1, 2015, and four (4) part-time faculty members by September 1, 2016.
2. The selected faculty members will be employed at a salary determined by the College in its discretion.
3. The selected faculty members will be employed at a rank determined by the College in its discretion, but such rank will not be less than the part-time rank enjoyed by the faculty member so long as the full-time position is in the same department as the faculty member's part-time position.
4. The selected faculty members will receive credit toward promotion of one-half (1/2) his/her years of continuous service as a part-time faculty member so long as the full-time position is in the same department as the faculty member's part-time position.
5. The full-time faculty positions which become available as a result of full-time faculty participation in the transition contract program will be credited toward these twelve (12) full-time faculty positions. See Article XXVII, Section A.6.

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13

MEMORANDUM OF UNDERSTANDING

FRATERNIZATION POLICY FOR FACULTY

POLICY
A faculty member shall not fraternize with a student over whom that faculty member has or may be expected to have direct supervision.

A faculty member shall not have direct supervision over a student with whom that faculty member participated in a personal relationship of a sexual nature.

DEFINITIONS
The term "fraternization" used in this policy means consensual and nonconsensual participation in a personal relationship of a sexual nature.

The term "direct supervision" used in this policy includes the following activities (on or off campus):

- course teaching
- examining
- auditioning
- grading
- leading a performing Berklee ensemble
- advising
- recommending/deciding the selection for employment, internships, awards, and so forth.

The term "student" used in this policy means those individuals enrolled in any and all educational and training programs at Berklee.

The term "faculty member" includes full-time faculty, part-time faculty as well as any one who teaches students at Berklee, including administrators and staff personnel.

PURPOSE FOR POLICY
This policy is designed to maintain an environment that is free of actual or perceived sexual harassment, favoritism and conflicts of interest. The integrity of the faculty-student relationship is the foundation of Berklee's educational mission for it is the faculty member who represents and implements authority and who is accountable as mentor, educator and evaluator. It is the faculty member's responsibility to avoid any relationship with a student which compromises the faculty member's ability to discharge these obligations of trust and power.

DISCIPLINE
A faculty member who violates this policy will be subject to disciplinary action up to and including termination from employment with Berklee. Such discipline will be subject to the provisions of Article XI, Grievance Procedures, except that only the discipline of termination during the term of the faculty member's contract will be subject to Step 4, arbitration.

QUESTIONS
A faculty member who has questions about this policy is advised to consult with his/her Department Chair, Division Dean, the Office of Human Resources or the Union President.

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13

MEMORANDUM OF UNDERSTANDING

ONLINE COURSES/BERKLEE ONLINE

The College plans to introduce into the curriculum on-line courses for credit which current students may enroll in. The College intends to implement these on-line courses in the following manner.

1. The normal College academic process must review and approve the on-line course prior to it being introduced into the curriculum.
2. Full-time and part-time faculty will be assigned to teach an on-line course only if the faculty member agrees to do so.
3. The on-line course will be part of a faculty member's teaching workload consistent with Article XXV if full-time faculty or Article XXVI if part-time faculty of the Agreement.
4. The on-line course's class size will be consistent with Article XXIV, Section C of the Agreement.
5. A part-time faculty member assigned to teach an on-line course will be paid his/her hourly rate consistent with Article XXXV of the Agreement.

In addition, the College plans to accept Berkleeonline.com on-line courses for credit for entering students consistent with the terms of a Curriculum Transfer Agreement. The College also plans to accept Berkleeonline.com on-line courses for credit for former Berklee students in order to make it possible for the student to complete certain Berklee degree requirements. The College's existing residence requirements will apply.

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13

MEMORANDUM OF UNDERSTANDING

GRADE SUBMISSION DEADLINE
GRADUATION ACTIVITIES

The College will consult with the Union about the deadline for submitting grades for fall semester, spring semester, and summer session.

The Union agrees to support the College in its effort to obtain faculty compliance with the grade submission deadlines. Toward this end, the Union agrees to communicate in writing (which may be via e-mail) with all faculty members in the strongest possible language to encourage them to comply with the deadlines for submitting grades.

The Union agrees to communicate in writing (which may be via e-mail) to all faculty members urging them to participate in graduation activities in the spring semester.

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13

MEMORANDUM OF UNDERSTANDING

STUDY GROUPS

The parties agree to discuss at the next academic year meeting of the College and Faculty Union Executive Committee the creation of study groups to explore issues of concern, such as:

- faculty health and ways to contain faculty health care costs;
- graduate programs on the Boston campus;
- ways to enhance education of faculty and administration of the Workplace Discrimination and Sexual Harassment Policy for Faculty, Fraternization Policy for Faculty, and College's Code of Conduct;
- ways to enhance education of the Berklee community in regard to, and administration and application of the EthicsPoint hotline; and
- issues relevant to on-line teaching of undergraduate and graduate studies at Berklee.

The discussion will include study group structure, composition, mandate, scope, duration, and timelines. Full-time faculty who serve on a group will receive appropriate credit for service to the college, and part-time faculty who serve on a group will receive their hourly rate.

Roger H. Brown
President, Berklee College of Music
Date: 12/19/13

W. Jackson Schultz, Jr.
President, Local 4412, AFT-MA, AFL-CIO
Date: 12/19/13