

ARTICLE XI.

EVALUATION

11.1. EVALUATION PROCESS

The Board shall promulgate an evaluation process consistent with the terms of this Article. The evaluation process shall address:

- a. The standards under which bargaining unit members will be evaluated;
- b. Procedural guidelines and forms; and
- c. The identity of those individuals who are responsible for conducting evaluations.

Each bargaining unit member shall be evaluated annually. The evaluation shall be conducted openly and, in the case of teaching Faculty, shall include at least one classroom visit per year.

11.2. FACULTY RIGHTS RELATIVE TO EVALUATION

11.2.1. Each evaluation shall be in writing and shall be signed by the person performing such evaluation, and by the person being evaluated.

11.2.2. The signing of such evaluation form shall in no way be construed as agreement or disagreement with such evaluation by the Faculty Member being evaluated, but shall serve only to indicate that said Faculty Member being so evaluated has seen such evaluation.

11.2.3. Any Faculty Member so evaluated may attach his/her comments to such evaluation in the section on such evaluation form which is reserved for such purpose, and said Faculty Member may attach additional sheets containing such comments to such evaluation form.

11.2.4. A copy of such evaluation shall be given to said Faculty Member, and a copy shall be placed in said Faculty Member's professional file.

11.2.5. The evaluator shall make himself or herself available for discussion of such evaluation with the bargaining unit member evaluated.

11.3. Only the accuracy or relevance of any fact contained in a report or document related to the evaluation shall be subject to the grievance procedure.

ARTICLE XII.

APPOINTMENT AND REAPPOINTMENT

12.1. TYPES OF APPOINTMENT

12.1.1. Special Appointment

A "Special Appointment" is an appointment issued by the Board or its Designee in order to meet the temporary needs of the System or to signify an explicitly temporary assignment. Special appointments are for a fixed term of up to one year, renewable for up to one additional year, with no legitimate expectation of renewal of appointment thereafter. Special appointments are not tenure track appointments.

A bargaining unit member shall not be employed on a special appointment for more than two (2) years, except by agreement of the parties. An exception to this two-year limitation shall be special appointments which are funded with grant monies or through public sector or private sector contracts.

12.1.2. Regular Appointment

A "Regular Appointment" is an appointment which creates an expectation of full-time or part-time employment for a period of one academic year. Notwithstanding the definition of "Board" contained in Article 2, the authority to offer regular appointments rests solely with the Board of Trustees itself, and no agent, designee, or representative of the Board, nor any member of the Administration may expressly or by implication offer a regular appointment. Regular appointments may be made on a full-time tenure track or part-time tenure track basis.

12.1.3. Tenured Appointment

A "Tenured Appointment" shall be a continuing appointment which creates an interest in full-time employment without limit of time, subject to mandatory retirement, dismissal for just cause, termination for special reasons, and/or as provided for in Article 15 of this Agreement. Notwithstanding the definition of "Board" contained in Article 2, the authority to offer tenured appointments rests solely with the Board of Trustees itself, and no agent, designee,

appointments an additional 1/12 reduction of original base salary for the second appointment year. The terms of appointment shall be in writing. The decision to reclassify shall not be subject to arbitration except on the basis that the decision was arbitrary and capricious.

J. Notice of Retirement or Resignation.

It is recognized by the parties that a professional staff member should give notice of retirement or resignation in advance whenever possible in order to allow for the normal recruitment and hiring process, preferably not less than 90 days.

K. Part-time Employment at Another Community College.

Whenever a full-time member of the professional staff is employed to teach part-time at any Community College in the System, the rate of compensation for said teaching shall be calculated upon the basis of the total number of courses previously taught by that individual in any and all colleges in the Community College System.

L. Health and Safety.

The employer shall maintain safe and healthy working conditions in accordance with applicable law. Unit members shall not be required to work under unsafe conditions, provided that such conditions have been brought to the attention of the President of the college or his/her designee, in writing, by the unit member and the college has failed to exercise reasonable efforts to redress the complaint; however, a unit member must follow the rule, work now, grieve later, unless there is imminent danger to the employee's physical well being.

In any grievance regarding this Section, the award of an arbitrator in matters relating to physical facilities, staffing and the hiring of additional staff shall be advisory only and not binding on the Board. This limitation shall not prevent the Board of Trustees from seeking legislative funding pursuant to the advisory opinion.

The Board shall comply with the provisions of the Connecticut Occupational Safety and Health Act. Such compliance shall not be subject to arbitration.

**ARTICLE XI
EVALUATION**

Section 1. Criterion

The criterion for the evaluation of professional staff members shall be the quality of the performance of professional responsibilities as provided in Article X of this Agreement.

Section 2. Periodic Evaluation

There shall be periodic evaluation by the employer of all members of the bargaining unit as follows:

- (1) in each of their first two appointment periods;
- (2) once in every two years thereafter for those on standard appointments;
- (3) once in every three years thereafter for those holding tenured appointments.

The list of professional staff members to be evaluated in accordance with this schedule in an academic year shall be published at each college by October 1.

This provision notwithstanding, the Board or its representative may initiate more frequent evaluation as appropriate.

The professional staff member shall be notified in advance of the period (not to exceed two weeks) during which a classroom visitation for the purpose of evaluation is to occur.

Section 3. Optional Peer Evaluation

A professional staff member may request a peer evaluation, provided however, that the request must be made prior to the occurrence of any other scheduled evaluation. Selection of the peer shall be by mutual agreement between the President or his designee and the person to be evaluated.

The peer evaluation shall be forwarded to the next management level by the evaluator independently of the evaluation pursuant to Section 2 above.

Section 4. Staff Improvement

Management or a professional staff member may, at any time, arrange for an evaluation by a mutually acceptable peer (s) or by other mutually acceptable method of systematic rating for the sole purpose of self-improvement. Such evaluation shall have no other standing and the report shall not be placed in any official personnel record of the professional staff member.

Section 5. Opportunity to Discuss Evaluation

In the case of every evaluation of a professional staff member, there shall be provided the opportunity to meet and discuss the evaluation with the evaluator, prior to its submission elsewhere.

Section 6. Evaluation Forms

There shall be standard evaluation forms.

**ARTICLE XII
PROMOTION**

Section 1. Definition

Promotion recognizes quality of performance by means of an increase in compensation, as provided herein. Within the current delegation of authority, all promotion-eligible candidates shall be promoted if the President determines that they meet the standards for promotion in this Agreement.

Section 2. Standard for Promotion

The standard for promotion shall be the individual's quality of performance of professional responsibilities as provided in Article X, Section 1 of this Agreement and the individual's job description. Consideration shall be given to all evaluative material in the applicant's file generated since the applicant's previous promotion or original appointment to the college, whichever is more recent.

In the case of teaching faculty, for promotion to all ranks the major area of emphasis shall be growth and demonstrated competence in teaching and related responsibilities; for promotion to professor or associate professor, additional consideration shall be given to demonstrated growth and effectiveness in community service, contribution to the college, and professional development and, additionally, for promotion to professor, effective academic leadership. In the case of promotion to professor or associate professor, it is recognized that a teaching faculty member may not be outstanding in all of the additional areas.

In the case of administrators, counselors and librarians, the major areas of emphasis shall be growth and demonstrated competence in performance of professional responsibilities as set forth in Article X, Section 4 and in the job description.

Section 3. Eligibility

Teaching faculty members who meet applicable minimum qualification for a higher rank as established by the employer, attached hereto as Schedule B for informational purposes only (or who have an appropriate equivalency in accordance with Board policy, provided that the determination of appropriateness shall be subject to the grievance process only), and administrators, counselors, and librarians who have served, as of the date of publication of the eligibility list, at least three (3) years in their present rank or classification at their college and who have not been promoted during that three-year period are eligible for consideration for promotion.