

BOARD OF HIGHER EDUCATION
MASSACHUSETTS COMMUNITY COLLEGES

NON-UNIT PROFESSIONALS
PERSONNEL POLICIES HANDBOOK

October 11, 2023*

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TABLE OF CONTENTS

POLICY.....4

PREAMBLE.....5

CHAPTER I - FAIR PRACTICES.....6

CHAPTER II - DEFINITIONS.....7

CHAPTER III - APPOINTMENT AND DISCONTINUATION OF APPOINTMENT

CHAPTER VIII - HOLIDAYS AND VACATION LEAVE	23
8.01 Holidays	23
8.02 Vacation Leave	23
CHAPTER IX - TRAVEL AND CONFERENCE EXPENSES	26
9.01.....	26
CHAPTER X - PROFESSIONAL DEVELOPMENT OPPORTUNITIES	27
10.01 Professional Leave	27
10.02 Sabbatical Leave	27
CHAPTER XI - PERFORMANCE EVALUATION PROCESS	29
11.01 Annual Evaluations	29
11.02 Procedure	29
CHAPTER XII - SALARIES.....	30
12.01 Appointment	30
12.02 Acting or Interim Appointments.....	30
12.03 Increase in Responsibilities, Meritorious Service, and Equity	30
12.04 Payroll.....	30
CHAPTER XIII - RETRENCHMENT	31
CHAPTER XIV – RESIGNATION.....	32
CHAPTER XV - DISCIPLINE AND TERMINATION	33
15.01 Discipline	33
15.02 Termination	33
15.03 Process for Termination	33
15.04 Appealing Termination	34
CHAPTER XVI - COMPLAINT PROCEDURE	35
16.01 General Provisions	35
16.02 Definitions.....	35
16.03 Procedures.....	35

APPENDICES

POLICY

The Commissioner of the Board of Higher Education, subject to the approval of the Board of Higher Education, may make, and from time to time amend, personnel policies

PREAMBLE

This policy for Non-Unit Professional employees supersedes all prior applicable policies and procedures adopted by the Massachusetts Board of Higher Education inclusive of the fifteen Community Colleges and shall apply in full force and effect to all new and current employees within the Massachusetts Community College System. Board of Higher Education policies not covered in this Handbook shall remain in effect.

The rights afforded herein shall be construed to be in addition to those rights secured by State and Federal laws and regulations.

This policy shall be applied by the President to govern employment conditions of Non-Unit Professional employees, as defined herein.

CHAPTER I - FAIR PRACTICES

1.01 The Massachusetts Community Colleges recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or veteran status, pursuant to applicable state and federal laws. The Massachusetts Community Colleges recognize that when employment practices, regardless of intent, discriminate against any group of people on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure non-discriminatory practices in all employment-related decisions

1.02 The policies and procedures stated herein shall be applied in conformance with the Board of Higher Education's policies on Affirmative Action, as it shall, from time to time, adopt.

1.03 Non-Unit Professional employees must be particularly sensitive to the problem of sexual harassment which may appear in subtle as well as aggressive forms. Educati0s0 sw0 wrm-TJ11.906teran

of this policy to the extent such authority has been so delegated to them by the Board of Trustees. The definition of President shall include the President's Designee as determined by the President in their sole discretion.

PROBATIONARY PERIOD - The first twelve (12) months of employment in a Non-Unit Professional position. Regardless of a Non-Unit Professional

CHAPTER IV - INSURANCE BENEFITS

The Board of Higher Education agrees to provide all non-unit employees with coverage under the State's Group Health and Accident Insurance plan currently in effect pursuant to the provisions of Massachusetts General Laws, Chapter 32A as amended or as such plan may be made available under applicable law of the Commonwealth.

CHAPTER V - SUPPLEMENTAL BENEFITS

5.01 State Retirement

Eligible Non-Unit Professionals shall come under the provisions of the State Retirement Plan as set forth in Massachusetts General Laws, Chapter 32.

5.02 Optional Retirement Program

If eligible for the State Retirement Plan, Non-Unit Professi

may be spread over a period not to exceed twelve (12) months as determined by the President in their sole discretion. This early retirement incentive is only applicable to those 55-64 subject to Section 5.03(D).

D. Retrenchment

Any Non-Unit Professional who is retrenched at the age of sixty-five (65) or older shall be accorded the same rights under this provision as an employee who is sixty-four (64) years old.

5.04 Worker's Compensation

Non-Unit Professionals shall come under the provisions of the Massachusetts Worker's Compensation Act, codified at Massachusetts General Laws, Chapter 152.

5.05 Annuities

The Board of Higher Education shall continue to allow for the purchase of annuities for Non-Unit Professionals

CHAPTER VI - HEALTH AND WELFARE

6.01 Eligibility

Non-Unit Professionals shall continue to be eligible for benefits provided under the Board of Higher Education's Non-Unit Employee Health and Welfare Trust Fund, subject to the policies and procedures of the Fund's Board of Trustees. The Trustees shall determine in their discretion and within the terms of the Declaration of Trust, such health and welfare benefits (ex. dental, vision, health) to be extended to Non-Unit Professionals and/or their dependents.

6.02 Funding

The Board of Higher Education agrees to contribute on behalf of each full-time employee or equivalent an amount authorized by the Commissioner of the Department of Higher Education.

The contributions made by the Board of Higher Education shall be subject to funding by the General Court. Contributions shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the Trust Fund.

6.03 Complaints

No dispute over a claim for any benefits extended by the Non-Unit Health and Welfare Trust Fund shall be subject to the complaint procedure set forth in Chapter XVI.

6.04 Board of Higher Education's Liability

It is understood that the Board of Higher Education does not accept, nor shall it be charged with, liability to any Non-Unit Professional claiming any benefit offered by the Non-Unit Health and Welfare Trust Fund.

CHAPTER VII - LEAVE CHAPTER

7.01 Sick Leave

- A. Sick leave credit shall begin with the first full hour of employment, and accumulate at an hourly rate.

for more than 37.5 consecutive hours (five (5) consecutive working days). The sole purpose of such examination shall be to determine the employee's fitness to return to their regularly assigned duties.

Human Resources, as the President's Designee, may also require that an employee absent by reason of illness or injury more than 37.5 consecutive hours (five (5)) consecutive working days) provide Human Resources, as the

deceased employee's credit at the time of death, provided that no monetary or other allowance has already been made therefore. It is understood that any such payment will not change the employee's pension benefits.

M. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

N. In calculating the daily rate of pay of any employee, the following formulas shall be used:

- (i) in the case of any Non-Unit Professional whose work year is of a ten (10) month duration, the daily rate of pay shall be an amount equal to $1/215$ th of such employee's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made;
- (ii) in the case of any Non-Unit Professional whose work year is of twelve (12) months' duration, the daily rate of pay shall be an amount equal to $1/260$ th of such employee's annual salary rate as such annual salary rate is on thithout pa8nannual salary rate as such ATwa.2(C)-12.0o dea3(1)

7.03 Paid Personal Leave

Each full-time Non-Unit Professional on the payroll on the effective date of this Handbook shall be allotted thirty-seven and one-half hours (37.5) (five days) of personal leave each calendar year beginning January 1st of each year.

7.05 Voting Leave

An employee whose hours of work preclude them from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay not to exceed two (2) hours for the sole purpose of voting.

7.06 Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.

B. An employee who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:

1. retain such jury fees in lieu of pay for the period of jury service, if the jury fees exceed their regular rate of compensation for the period involved; or
2. remit to the College the jury fees, if less than their regular rate of compensation, for the period involved.

C. Jury fees for the purpose of this Chapter shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in a court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with their department head, except this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employee and who is summoned on a matter arising from that employment.

E. All fees for court services, except jury fees paid for services rendered during office hours, must be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to their official duty station, if such interruption in court services will permit four (4) or more hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of their assigned responsibilities.

7.07 Military Leave

A. An employee shall be entitled during the time of their service in the Armed Forces of the Commonwealth under applicable sections of Chapter 33 of the Massachusetts General Laws to receive pay therefore without loss of their ordinary remuneration as an employee.

B. An employee shall be entitled during their annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States to receive pay therefore without loss of

their ordinary remuneration as an employee under Section 59 of Chapter 33 of the Massachusetts General Laws as amended.

C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended or of Chapter 805 of the Acts of 1950 as amended or Chapter 671 of the Acts of 1966 and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941 as amended, an employee who on or after January 1, 1940, shall have tendered their resignation or otherwise terminated their service for the purpose of serving the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941 as amended, be deemed to be or to have been on military leave and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by them.

7.08 Family Leaves

There are a range of family leave options for employees as outlined below which may be updated from time to time consistent with state and federal laws. Employees are encouraged to consult with Human Resources as soon as aware of a potential need for family leave to discuss available options.

A. Leave under the Massachusetts Parental Leave Act

1. The College complies with the Massachusetts Parental Leave Act (MPLA), Massachusetts General Laws, Chapter 149, Section 105D which shall run concurrently with leave taken under other applicable state and federal leave laws, including Paid Family and Medical Leave Act (Massachusetts General Laws, Chapter 175M) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended.
2. An employee is eligible for parental leave under MPLA if they have worked full time for three (3) consecutive months. An eligible employee may be absent from their employment for up to eight (8) weeks for the birth, or adoption of a child under the age of 18, or adoption of a child under the age of 23, if the child is mentally or physically disabled, and the employee provides at least two (2) weeks notice of the anticipated date of their departure and intention to return.
3. Upon the employee's return to work, the employee must be restore

B. Parental Leave under the NUP Handbook

1. Upon written application to the President, including a statement of reasons, any full-

E. Small Necessities Leave Act

Non-Unit Professionals are entitled to unpaid leaves

8. An employee who is eligible for vacation under these rules whose employment ends for any reason shall be paid an amount equal to the vacation that had been accrued prior to the end of employment but which had not been used subject to Section 8.02(C), provided that the daily rate of pay shall be determined in the same manner as that outlined under Section 7.01(N).
9. Employees advance to the next higher level of leave accrual (if appropriate) upon the anniversary date of the service date in their job record (employment data panel). For example, if the employee should earn an additional one day vacation (now translated into a higher accrual rate for each hour worked) after five years of employment, the employee will accrue at the higher rate beginning with the first date of the pay period within which the employee reaches five years.
10. For determining vacation entitlement status under this Chapter, all continuous state employment in positions in which vacation was accrued, shall be counted.
11. For determining vacation entitlement and/or accrual rate status under this Chapter for a newly hired Non-Unit Professional staff member, an appointing authority may count the newly hired Non-Unit Professional staff member's relevant years of experience towards their annual vacation accrual bracket on the above schedule.

B. Accrual of Vacation Days

1. The vacation year shall be the anniversary date of the employee's service date.
2. All Non-Unit Professional staff members shall be credited with vacation leave with pay on an hour for hour basis for each "service hour" worked.
3. In the case of ten-month Non-Unit Professional employees, vacation leave shall be granted at the same rate per full month for each of the ten months of scheduled employment.

C. Scheduling, Carryover, and Payment of Vacation Leave

1. Vacation leave shall normally be scheduled and taken during the vacation year in which it becomes available; provided, however, that a Non-Unit Professional staff member may, with the written approval of the President, carry over no more than three hundred seventy five (375) vacation hours (fifty (50) days) from year to year; provided, further that, in no event, shall vacation credits in excess of three hundred seventy five (375) vacation hours (fifty (50) days) be carried over.
2. All vacation leave amounts above the fifty (50) day limit shall be forfeited at least once per calendar year. Notwithstanding the above, current employees with accrued vacation amounts above the fifty (50) day limit shall have until the final pay period of December 2023 to lower their accrued vacation leave amounts to below the fifty (50) day limit, or take advantage of a one-time opportunity to convert any excess vacation leave over the three hundred seventy five (375) hour cap to sick leave in the final pay period of December 2023. Any current employee having more than fifty (50) vacation days on January 1, 2024 shall forfeit all vacation leave amounts above the fifty (50) day limit. Notwithstanding any carry-over, no payment of accrued vacation leave in excess of three hundred seventy five (375) vacation hours (fifty (50) days) shall be made in the event a Non-Unit Professional leaves the College or retires.

CHAPTER IX - TRAVEL AND CONFERENCE EXPENSES

9.01 Subject to the following provisions, a Non-Unit Professional on full travel status shall be compensated for expenses incurred for travel that is required in the discharge of such Non-Unit Professional's prescribed duties and that is authorized as such by the President.

- A. Whenever use of a private car is necessary and has been authorized by the appropriate administrator, the prevailing state rate shall be allowed.
- B. Other charges, including, by way of example, garage, parking, and toll charges, shall be allowed, provided that receipted bills shall be submitted for such charges.
- C. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed, provided that receipted bills shall be first submitted for such charges.
- D. Transportation between a Non-Unit Professional's home and their regularly assigned office shall not be reimbursable. If an employee works remotely, their regularly assigned office is the location from which they receive their assignments.
- E. Reimbursement shall not be made for expenses incurred for the sole benefit of the Non-Unit Professional, such as, by way of example, valet service, entertainment, and laundry service.
- F. Non-Unit Professionals shall be reimbursed for meals in accordance with the policies of the College and

3. A statement by the President of the duties of the individual concerned, and how these duties will be performed while the individual is on sabbatical leave;
4. A statement by the President of whether they intend to allow the person on sabbatical leave to accept gainful employment;
5. A statement by the President that there are no major projects underway at the College which would be adversely affected by granting the person a sabbatical leave.

E. Receipt of such sabbatical leave shall oblige a Non-Unit Professional to make their services available to the College, at the College's option, for one (1) full year following completion of the leave.

F. During the period of the sabbatical, a Non-Unit Professional may engage outside sources of remuneration consistent with the following conditions:

1. Non-salary funds (travel, materials, and such other types of expenses) obtained from outside sources directly related to the purpose of the sabbatical shall not reduce the sabbatical stipend;
2. Salary funds obtained from outside sources which directly relate to the attainment of the specific objectives of the sabbatical leave shall not reduce the sabbatical leave stipend unless the total amount of outside salary funds and sabbatical stipend exceed the current pro-rated annual salary of the Non-Unit Professional, in which case the sabbatical stipend shall be reduced an equal amount so as to result in an amount equal to the current pro-rated annual salary; and
3. Activities generating funds that do not directly or indirectly relate to nor interfere with the attainment of the specific objectives to the sabbatical leave shall not be prohibited.

G. The Non-Unit Professional, upon return from sabbatical leave, shall be restored to their former or a similar position and same position on the salary schedule, including the normal across the board pay increases given to Non-Unit Professionals during the time of the sabbatical. The Non-Unit Professional shall retain all rights and benefits that they would normally have enjoyed.

H. Upon completion of their sabbatical leave, they shall submit a report of their activities to the President and the Board of Trustees.

I. The President may examine the sabbatical leave report for consideration for a merit increment.

CHAPTER XI - PERFORMANCE EVALUATION PROCESS

11.01 Annual Evaluations

Annual evaluations shall serve as one of the factors to be considered for promotion, discontinuation of appointment and salary adjustments.

11.02 Procedure

A. The annual evaluation period for all Non-Unit Professionals shall be from July 1 to June 30, annually. A Non-Unit Professional hired during the evaluation period shall be evaluated for the period of their employment through June 30 to the extent possible. Supervisors are encouraged to consult with Human Resources during the evaluation process and to communicate with employees regarding performance throughout the year with additional evaluations as appropriate.

B. A supervisor may review and revise a Non-Unit Professional's job description in order that it accurately reflects the Non-Unit Professional's current job duties. This review shall be conducted in consultation with Human Resources. The Non-Unit Professional shall be provided with a copy of the revised job description, which shall also be maintained in the Non-Unit Professional's personnel file. A supervisor may also establish specific goals and objectives for the evaluation period and/or require a Non-Unit Professional to establish annual goals and objectives.

C. The supervisor shall evaluate the Non-Unit Professional's performance at least once per year using that College's evaluation tool. Such evaluation tool shall include, at a minimum, the Non-Unit Professional's self-

CHAPTER XII - SALARIES

12.01 Appointment

A Non-Unit Professional's prior related work experience and education shall be considered as the prime, though not sole, determining factors for the purpose of establishing their salary. The College may also consider additional factors, including but not limited to, marketplace demands for the position.

12.02 Acting or Interim Appointments

A Non-Unit Professional may be appointed in writing by the President to a position in an acting or interim capacity for a period ordinarily not to exceed one (1) year. If the appointment is to a higher position for a period of more than thirty (30) days, the Non-Unit Professional may be entitled to additional compensation for the period of time the Non-Unit Professional serves in the acting or interim position. Upon returning to their former position, the Non-Unit Professional shall revert back to their previous salary for that position.

12.03 Increase in Responsibilities, Meritorious Service and/or Equity Adjustments

If a Non-Unit Professional is assigned a permanent and significant increase in responsibilities, the President may approve a salary adjustment to the Non-Unit Professional's annual salary. The President may also approve a salary increase for a Non-Unit Professional who has rendered meritorious service to the College and/or where needed for equity. All determinations are at the sole discretion of the President.

12.04 Payroll

All employees covered by the terms and conditions of this Handbook shall be paid on a bi-weekly basis.

Salary payments shall be electronically forwarded directly to a bank account or accounts selected by the employee for receipt.

CHAPTER XIII - RETRENCHMENT

13.01 Retrenchment shall be defined as the interruption of services of the Non-Unit Professional due to the elimination of their job or position. Retrenchment occurs through no fault or

CHAPTER XIV – RESIGNATION

A Non-Unit Professional may resign at any time from their employment at the College. The appropriate way to do so is by giving the President advance written notice of the decision to resign and the date on which the resignation is to take effect. In order to allow the College to plan for the needs of its students and the College, including any needed transition, Non-Unit Professionals are requested to provide at least thirty (30) days notice of a resignation where possible except for those who are resigning for the purposes of retirement in which case notice should be consistent with the retirement provisions of this Handbook and applicable laws.

CHAPTER XV - DISCIPLINE AND TERMINATION

15.01 Discipline

When circumstances warrant the College may impose discipline on a Non-Unit Professional. Discipline may include, but is not limited to, oral or written warnings, written reprimands, suspensions without pay, demotions, restrictions in the workplace and termination.

Suspension without pay may be considered in cases

the President, they shall have a right to appeal that decision under Section 15.04 of this Chapter. Termination of a Non-Unit Professional during their probationary period is not subject to Chapters XV or XVI.

15.04 Appealing Termination

A. A Non-Unit Professional who is not under the direct supervision of the President may appeal a termination decision pursuant to Chapter XVI.

B. A Non-Unit Professional under the direct supervision of the President may appeal a termination decision by notifying the Chief Human Resources Officer, or designee, in writing within five (5) days from receipt of the termination notice. The written appeal shall include a statement setting forth the grounds for appeal.

C. The Chief Human Resources Officer shall notify the Non-Unit Professional of the date, time, and location of the hearing, which shall, where practicable, be held within thirty (30) calendar days following receipt of the request for hearing. The Chairperson of the College's Board of Trustees shall appoint at least two (2) Trustees to conduct the appeal hearing. All hearings shall be closed to the public. Both parties are entitled to be accompanied by an advisor at the hearing, however, the advisor may not directly participate in the hearing or question witnesses. Both parties may present witnesses, documents and/or affidavits at the hearing. All questioning of the parties and witnesses shall be performed by the Trustee(s) conducting the hearing. At the hearing, the formal rules of evidence shall not apply. In all cases the hearing shall be conducted in a fair and impartial manner. An official record may be kept of the proceeding at the sole discretion of the Trustees.

D. A written decision shall be issued within thirty (30) days after the completion of the hearing. The decision shall include a summary of the facts, a summary of the evidence and witness statements presented, and a

CHAPTER XVI - COMPLAINT PROCEDURE

16.01 General Provisions

- A. This procedure is designed to facilitate the prompt, fair and impartial resolution of complaints. Under this policy, a Non-Unit Professional has the opportunity to be heard at each step of the procedure.
- B. The resolution of a complaint at any step in this procedure shall not constitute an admission by the College that it has violated any policy in regard to the Non-Unit Professional.
- C. A complaint may be filed at the level at which the action or inaction being appealed occurred.

16.02 Definitions

Day - "Days" under this policy shall mean calendar days unless specifically noted otherwise.

Complaint - A complaint asserts an allegation by a Non-Unit Professional that a specific policy of this Handbook has been breached in its application to them. A complaint shall, include but not be limited to: the name and title of the person(s) against whom the complaint is directed; the date when such breach is alleged to have occurred; a statement of all known facts, documents and materials supporting the complaint; the specific policy allegedly breached; and the relief sought by the complaining party. All documents or materials upon which the complaining party intends to rely shall be attached to the complaint. Terminations pursuant to Chapter XV are subject to the complaint process under this Chapter, unless the terminated Non-Unit Professional is directly supervised by the President, in which case the Non-Unit Professional has a right to pursue a complaint under Section 15.04. Retrenchment pursuant to Chapter XIII is not subject to this Chapter.

Complaining Party - Person(s) who files a written complaint under this policy.

Professional Judgment - Decisions made by College officials in accordance with this Handbook shall be deemed to be based on an exercise of professional judgment. In matters of professional judgment, the scope of review of the action is limited to a determination of whether the judgment was made in an arbitrary, capricious or unreasonable manner.

16.03 Procedures

Step 1 (Supervisor and/or Human Resources Level)

If a Non-Unit Professional believes that a specific policy of this Handbook has been breached in its application to them, they shall file a written complaint with their immediate supervisor or Human Resources, as appropriate depending on the issue, with a copy to the President. The complaint shall be filed within ten (10) days of when the Non-Unit Professional knew or should have known of the breaching event. The Non-Unit Professional and

hearing or a determination without a hearing on the matter. If a hearing is requested, the President's designee shall give reasonable notice of the time, date, and place of the hearing, which shall whenever practicable be held within thirty (30) days after the President's designee receives the complaint. No new issues may be raised at Step 2 beyond those raised in the initial complaint.

A hearing under this Handbook shall be conducted by the President's designee. All hearings shall be closed to the public. Both parties are entitled to be accompanied by an advisor at the hearing, however, the advisor may not directly participate in the hearing or question witnesses. Both parties may present witnesses at the hearing. All questioning of the parties and witnesses shall be conducted by the designee(s) conducting the hearing. At the hearing, the formal rules of evidence shall not apply. In all cases the hearing shall be conducted in a fair and impartial manner. An official record may be kept of the proceeding.

The individual(s) conducting the hearing shall issue a written decision to all parties involved within thirty (30) days of the hearing. The decision shall include a summary of the facts, a summary of the evidence and witness statements presented, and a conclusion based on the evidence presented as to whether a violation of this policy has occurred. The decision shall be deemed to be given if hand delivered, or if mailed by certified mail, return receipt requested, or if emailed to the Non-Unit Professional's College email address, read receipt requested.

Step 3 (Appeal to President)

If the Non-Unit Professional ise pub TD.0 12 36.o

APPENDIX A

POLICY PROVISIONS APPLICABLE TO PRESIDENTS

The following sections of this Handbook shall apply to the Colleges' Presidents:

Chapter IV Insurance Benefits

Chapter V Supplemental Benefits

Chapter VI Health and Welfare

APPENDIX B

LETTER OF APPOINTMENT

Dear [NAME]

Optional Introduction (ex. "It is with great pleasure that I confirm your appointment to the position of [Position] in the [Department]. We extend a warm welcome to the Community College! We are thrilled to have you join our team of highly skilled professionals. Or alternate language)

Required language: Your appointment is subject to the following terms and conditions:

- Effective Date of Appointment: _____;
- Annual Salary: _____;
- Successful background check (ex. CORI);
- Laws of the Commonwealth and rules and regulations promulgated thereunder;
- The Non-Unit Professional Personnel Policies Handbook;
- The policies and procedures of this institution; and
- The appropriation of sufficient funds by the Legislature.

Your appointment has no terminal date and therefore is an indefinite appointment during which you shall serve at the pleasure of the President of the College. For the initial twelve (12) months of employment in this position, you will be considered a probationary employee.

Required Language if grant funded: Grant funded positions are subject to the terms and conditions of the grant, as well as grant funding. Grant funded employees have no rights under Chapters III, XII and XIII of this Handbook. Furthermore, when employment is discontinued due to a change in grant funding and/or the terms and conditions of the grant, the employee shall also have no rights under XV and XVI of this Handbook.

To formally accept this appointment, please sign this letter, acknowledging your understanding and acceptance of the terms and conditions mentioned above. Kindly return it to the Human Resources Office no later than five (5) days from receipt. Failure to respond within the specified time period, will be considered a rejection of the appointment.

Optional Conclusion: (ex. "We look forward to your contributions and success at the Community College" or other alternate language)

Sincerely,

[Supervisor's Name and Title]

I accept the appointment and understand that it is subject to the terms and conditions stated above.

Signature

Date

cc: Personnel file

APPENDIX C

LETTER OF INTERIM APPOINTMENT

Dear [NAME],

Optional Introduction (ex. "I am pleased to inform you of _____ Community College's offer of interim appointment to the position of _____ in the _____ Department" or alternate language)

Required Language: Your interim appointment is subject to the following terms and conditions:

- € Term of Interim Appointment: DATE to DATE (max one year)
- € Annual Salary: \$_____ (prorated for the term of the interim appointment)
- € Hours of Work: 37.5 hours per week
- € Successful completion of background checks (ex. CORI/SORI)
- € Compliance with Massachusetts laws and corresponding rules and regulations
- € Adherence to the Non-Unit Professional Personnel Policies Handbook
- € Adherence to the policies and procedures of the College
- € Availability of sufficient funds as appropriated by the Legislature
- € Specific job duties to be discussed with your supervisor

The College retains the discretion to discontinue the interim appointment, extend the interim appointment, offer a regular appointment, or post the position and conduct a search for which you shall be eligible to apply. If you were already a current employee when offered the interim appointment and will be returning to your prior position at the conclusion of the interim appointment, you will have no rights to continuation of the salary of the temporary interim position.

Please sign a copy of this letter indicating your acceptance of this interim appointment subject to the terms and conditions stated above and return to me at _____ no later than five (5) days from its receipt. If you do not respond within the specified period, I shall consider it to be a rejection of the appointment.

Optional Conclusion (ex. "We look forward to your contributions and success at the Community College" or other alternate language)

Sincerely,

lpo lpo

