

MEMORANDUM OF AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA

This MEMORANDUM OF AGREEMENT is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts State College Association/MTA/NEA (the “Association”) (collectively, the “Parties”).

WHEREAS the Board and the Association are parties to a collective bargaining agreement (the “2017 Agreement”) for the period of a July 1, 2017 through June 30, 2020;

WHEREAS the Parties desire to enter into a short-term, one-year successor agreement in the face of the public health crisis caused by the COVID-19 pandemic; and

WHEREAS the Parties now wish to record and give effect to the results of their negotiations;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set down, the Parties agree as follows:

1. Except for the modifications contained herein which are inserted to better address operational circumstances at the universities due to the COVID-19 pandemic, the terms of the collective bargaining agreement for the period of July 1, 2017 through June 30, 2020 shall continue in full force and effect from July 1, 2020 through June 30, 2021.
2. Add to Article I, Section A, Recognition: In light of the COVID-19 pandemic, part-time faculty in the bargaining unit as of August 31, 2020, who have taught three (3) consecutive semesters, shall retain their unit status for the one-year duration of the agreement, irrespective of whether they have been assigned to teach a course during the one-year duration of the collective bargaining agreement.
3. Add to Article VIII, D(1)(a)(i) and D(2)(a)(i), Student Evaluations: For the Fall 2020 semester only, student evaluations shall not be conducted. For the purposes of the Fall 2020 semester, faculty shall provide evidence of, and reflection on, how their courses were conducted, regardless of the modality. The absence of student evaluations for the Fall 2020 semester shall have no adverse effect on a full-time faculty member’s evaluation for reappointment, tenure, promotion or post-tenure review; and shall have no adverse effect on a part-time faculty member’s evaluation.

Student evaluations shall be conducted in the Spring 2021 semester.

4. Add to Article VIII, D(1)(b) and D(2)(b), Classroom Observations: Classroom observations shall not be conducted for the Fall 2020 or Spring 2021 semesters. The absence of a classroom observation for the Fall 2020 and Spring 2021 semesters shall have no adverse effect on a full-time faculty member's evaluation for reappointment, tenure, promotion or post-tenure review; and shall have no adverse effect on a part-time faculty member's evaluation.
5. Add to Article VIII, D(3)(a), Direct Observation of the Librarian's Performance: Direct observations of a librarian's performance shall not be conducted for the Fall 2020 or Spring 2021 semesters. The absence of a direct observation for the Fall 2020 and Spring 2021 semesters shall have no adverse effect on a librarian's evaluation for reappointment, tenure, promotion or post-tenure review.
6. Revision of Article VIII, D(1)(c), Continuing Scholarship, Professional Activities, Comprehensive Resume: Each full-time faculty member shall indicate on Appendix A-1 the continuing scholarship, other professional responsibilities and, when applicable, alternative responsibilities in which he/she engaged, together with appropriate supporting documentation. For the Fall 2020 semester, a full-time faculty member's conversion of a traditional in-person course to an online, hybrid or blended course shall be regarded as scholarship, specifically, contributions to the content of the faculty member's discipline, and as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-1. For the Spring 2021 semester, a full-time faculty member's conversion of a traditional in-person course to an online, hybrid or blended course shall be regarded as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-1. Each full-time faculty member shall also complete and submit the resume form as set forth in Appendix B and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.
7. Revision of Article VIII, D(3)(b), Continuing Scholarship, Professional Activities, Comprehensive Resume: Each librarian shall indicate on Appendix A-2 the continuing scholarship, other professional responsibilities and, when applicable, alternative responsibilities in which he/she engaged, together with appropriate supporting documentation. For the Fall 2020 semester, a librarian's conversion of their work to an online format shall be regarded as continuing scholarship, specifically, contributions to the content and pedagogy of the discipline through the development of library programs and library services, and as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-2. For the Spring 2021 semester, a librarian's conversion of their work to an online format shall be regarded as professional activities, specifically, contributions to the professional growth and development of the university community, as referenced on Appendix A-2. Each full-time librarian shall also complete and submit the resume form as set forth in Appendix B and shall ensure that there are, in his/her Official Personnel File, current official transcripts of his/her course work.

8. Add to Article IX, Section A(5), Tenure Entitlement: For academic year 2020-2021, at the discretion of a faculty member who holds a tenure-track appointment of the kind described in subsection 2(a) of this Article, that faculty member may delay the evaluation for tenure to be conducted in the seventh (7th) consecutive academic year. To initiate a delay, the unit member shall notify the department chair by October 1, 2020 of his/her election to delay the tenure evaluation. In such cases, the evaluation during the sixth (6th) consecutive academic year shall be a reappointment evaluation conducted using the procedure governing a fourth (4th) year evaluation. The President, not later than September 1 of the faculty member's eighth (8th) academic year of service, shall notify the faculty member of the decision of the Board of Trustees to grant or to deny such faculty member tenure. Each such faculty member other than an Instructor who serves the University as a full-time faculty member for more than seven (7) consecutive years (exclusive of an eighth (8th) terminal year) shall thereby gain tenure. Such consecutive years shall be computed in accordance with the provisions of Article VIII, Section L(2) and L(3). This provision shall terminate on June 30, 2021.
9. Add to Article XII, Section A(4)(b), Prior Scheduling and Cancellation of Classes: For academic year 2020-2021, the Vice President shall make best efforts to provide part-time faculty with at least thirty (30) days' notice of a course cancelation, to minimize the time dedicated to converting courses to online/remote instruction for courses that ultimately may be canceled. The Vice President shall consult with the Department Chair regarding any cancellations made during the period of thirty (30) days prior to the first day of classes; however, the Vice President retains full discretion to make such cancellation decisions and at no cost to the university. Such decisions made by the Vice President shall not be subject to Article XI.
10. Add to Article XIII, Section C, Annual Salary Increase: July 1, 2020: The annual salary rate of every full-time unit member and salaried part-time faculty member who is then employed shall, with an effective date of July 1, 2020, be increased by zero percent (0%).
11. Add to Article XIII, Section H (3), Salary and Stipend Adjustments (Other Part-time Faculty): The rate of pay for all other part-time unit members shall be increased by zero percent (0%), with an effective date of July 1, 2020.
12. Revision of XXI, Section A, Duration: This Agreement shall expire at midnight on June 30, 2021. Either party may at any time give notice to the other requiring commencement of negotiations for a successor agreement. Negotiations for a successor agreement shall commence no later than March 31, 2021.
13. Add as Appendix S: Taskforce for Student Evaluations:
The Parties agree to create a task force composed of no more than eight (8) members (four (4) representatives of the bargaining unit and four (4) administrative representatives) who will work to identify an instrument or instruments and a process for administering student evaluations, which the negotiation teams will consider for incorporation into the collective bargaining agreement before its final approval and ratification. The responsibilities of the taskforce shall be:

- (a) Identify an existing, or develop a new, student evaluation instrument that can be used for in-person courses with particular attention to finding an instrument that considers the potential for racial and gender bias in the evaluation process;
- (b) Identify an existing, or develop a new, separate electronic student evaluation instrument that can be used for hybrid and remote/online courses with particular attention to finding an instrument that considers the potential for racial and gender bias in the evaluation process; and
- (c) Identify a modality for administration of the student evaluation instruments including a potential new vendor.

This MEMORANDUM OF AGREEMENT is subject to ratification by both Parties.

WHEREFORE the Parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____
Michael J. Murray, Esq.
Director of Employee and Labor Relations
Date: _____

By: _____
Christopher J. O'Donnell
President, Massachusetts
State College Association
Date: _____

By: _____
Maria Hegbloom
Chair, MSCA Bargaining Committee
Date: _____