

PROPOSED MEMORANDUM OF AGREEMENT FOR A COLLECTIVE BARGAINING
AGREEMENT FOR THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2021
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA
DIVISION OF GRADUATE AND CONTINUING EDUCATION

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

WHEREAS the Board and the Association are parties to a collective bargaining agreement (the “2018 Agreement”) for the period of a January 1, 2018, through December 31, 2020;

WHEREAS in the face of the public health crisis caused by COVID-19, the Parties desire to enter into a short-term, extension of the 2018 Agreement, as per modified by this Memorandum of Agreement, and thus have entered into a new collective bargaining agreement for the period January 1, 2021 through December 31, 2021, consistent with this Memorandum of Agreement; 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, the terms of 2018 Agreement shall continue in full force and effect from January 1, 2021 through December 31, 2021.
2. Add to Article V: “The University shall provide all support necessary for faculty to convert and teach in-person, blended and/or fully online courses, including technological assistance as well as instructional design, and reimbursement for faculty-purchased equipment, software and other items, up to \$200, subject to pre-approval by the Dean.”
3. Add to Article V, Section G: Course statistics or analytics (such as log-on frequency, time spent on platform, other tracing of faculty activity, etc.) shall not be gathered or used in evaluations. Aside from students, no one shall be added to a course management platform without the faculty member’s written authorization.”
4. Add to Article IX, Section E: “Evaluations of online instruction should follow the same procedures as for in-person, traditional classes, namely that the instructor shall grant access to the evaluator to the course management platform at the level of guest/observer/student, who may observe the class for a duration of no more than three (3) days.”
5. Modify Article XV so that at the written request of either party, negotiations for a successor agreement shall be commenced on or before June 1, 2021; provided only that nothing herein

contained shall be deemed to obligate either party to commence such negotiations on any date earlier than May 1, 2021.

This Agreement will remain in full force and effect until a new agreement is executed or impasse in negotiations is reached.

Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

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: _____
Graziana Ramsden
Chair, MSCA DGCE Bargaining Committee
Date: _____