

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. Article VII, Section A, Stipends: “Rank Minima Adjustments” shall reflect a one percent (1%) increase for the one-year term of the agreement.
3. 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.”
4. 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.”
5. Add to Article VIII, Section A(4)(b): “If the university cancels a faculty member’s course within two (2) weeks of the start of the course, and the university does not offer the faculty member another course that the faculty member is qualified to teach, then the faculty member will receive a

cancellation fee of five percent (5%) of the base rate to teach the course. Cancellation fees shall be limited to two (2) per semester.”

6. Modify Article VIII, Section A(4)(c) to reflect proposed changes in some equivalencies in Attachment A.
7. Modify Article IX, Section D(2): “~~Whenever deemed appropriate~~ **During an evaluation** the DGCE Chair ~~and/or the Dean may observe the complete one observation of one class or classes~~ of any unit member for the purpose of evaluating teaching effectiveness. Said evaluation shall be conducted in accordance with the procedure set forth in Appendix D-2(a) or D-2(b). Prior to the conduct of any such observation, the member of the bargaining unit shall meet with the DGCE Chair or Dean, **as the case may be**, in order to provide the DGCE Chair or Dean with a plan of the class to be observed and any materials intended to be used in class.”
8. Modify the first paragraph of Article IX, Section B: “Every unit member shall be evaluated during the first instructional period of teaching in the Program of Graduate and Continuing Education. Thereafter, each member of the bargaining unit shall be evaluated ~~during the instructional period in which the unit member is teaching any sixth subsequent course~~ **every third academic year or upon the next subsequent instructional period teaching** in the Program of Graduate and Continuing Education, **whichever comes later**. ~~Nothing in this paragraph shall require the evaluation of a member of the bargaining unit more frequently than once in any academic year unless the Vice President shall require one (1) or more frequent evaluations in the case of any such member of the bargaining unit.~~”
9. 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.”
10. Modify Article X, Section C (page 40): “The President shall meet with the grievant to discuss the grievance within ~~twenty one (21)~~ **fifteen (15) days** after the filing of the grievance at Step 2.... Within ~~thirty (30)~~ **fifteen (15) days** after the filing of the grievance, the President shall make such determination as it’s prescribed in Section C(6) of this Article.”
11. Modify Article X, Section D: “Any member or members of the bargaining unit may initiate and pursue a grievance **through the first two Steps of the grievance procedure** without intervention of the exclusive representative of the Association....”
12. Modify Article X, Section E(3): **Unless prohibited by applicable provisions of law**, ~~if~~ any member or members of the bargaining unit shall initiate any administrative, judicial or like proceedings....”
13. Add to Article X: “Grievances Filed Prior to the Date of Execution of This Agreement - Notwithstanding any other term of this Agreement, any grievance filed prior to the date of execution of this Agreement shall be subject to the provisions of the predecessor Agreement; provided,

however, that at the request of either party, the Employee Relations Committee may review any such grievance as it may determine, subject to the terms of Article II of this Agreement; and provided further that the selection of an arbitrator in connection with the arbitration of any grievance shall, unless already made pursuant to its predecessor, be made pursuant to this Agreement.”

14. 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.

15. Distance Education Instruction Observation Form: Change “Number of students participating” to “Number of students enrolled.”

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: _____

Attachment A

<u>Mode of Instruction</u>	<u>Contact Hours</u>	<u>Equivalent to</u>	<u>Semester Hours of Credit of Instruction</u>
Laboratory Instruction	1		0.67 1
Physical Education: Activities Courses	1		0.50
Shop Instruction	1		0.67
Studio Instruction	1		0.67
Critique	1		1
Nursing/Allied Health Clinical	1		0.67

	<u>Number of Students per Course</u>	<u>Semester Hours of Credit of Instruction</u>
Cooperative Education	1	0.17
Field Work Supervision and Internships	1	0.33
Independent and Directed Study (3 or 4 credits)	1	0.25
Independent and Directed Study (1 credit)	1	0.083
Teacher Education Practicum/Internship Supervision	1	0.50 1
Honors Thesis Supervision ¹	1	0.33
Graduate Thesis Supervision ¹	1	0.33 1
Graduate Thesis Reader	1	0.5
Course by Arrangement (3 or 4 credits)	1	0.3
Course by Arrangement (1 credit)	1	0.1

¹ This item shall apply to the supervision of a thesis when such supervision is provided independently of the teaching of a course of which the thesis is a part.