

DGCE Bargaining Proposals for a Three-Year Successor Agreement

The following is a list of the proposals made by the BHE, from sessions July 23, 2020 to November 23, 2020 sessions, for a three-year successor agreement.

July 23, 2020 Session

Paid Family and Medical Leave

Massachusetts's Paid Family and Medical Leave Act ("PFMLA"), codified as Mass. G.L. c. 175M, provides eligible bargaining unit members with paid family and medical leave. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave, which shall set the rate as a percentage of an employee's annual wages. The Department attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Unit members shall pay 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate from their eligible wages.

Online Observation Form-further updated at August 21, 2020 session

August 21, 2020 Session

Article VI, Appointment and Termination-Comprehensive updated proposal provided at September 23, 2020 session

APPENDIX D-2(b)

(ARTICLE IX – EVALUATION – SECTION D(2), P. 35)

ONLINE INSTRUCTION OBSERVATION FORM

Instructor evaluated _____ Department _____
Program, if applicable _____

Course _____

Date _____ Number of students enrolled _____

Instructional Period: _____ Number of students participating _____

Instruction Context:

Hybrid or fully online:

_____ Fully

synchronous, fully asynchronous or partial:

Background Information:

Type(s) of technology used _____

Number of times the instructor has taught this course _____

What portion(s) of the course did you observe (e.g., instructor’s content, student discussion)?

Date of pre-observation conference and discussion _____

Evaluator’s name _____

Did the technology function properly? (This question is not about the instructor’s performance)

Observation:

The purpose of this observation is (1) to provide a database for more accurate and equitable decision on future appointments and (2) to support faculty development while assisting in the improvement of faculty performance.

Please consider each item carefully. Write the rating in ink for each item according to the scale below.

Highest	Satisfactory			Lowest	Not Applicable	Unable to Comment
5	4	3	2	1	NA	U

- ___ Instructor ensured the content of the course aligned with the course description and syllabus.
- ___ Instructor designed and organized the course well.
- ___ Instructor clearly communicated course goals and/or objectives.
- ___ Instructor provided clearly visible and comprehensive instructions.
- ___ Instructor provided appropriate level of content and assessment.
- ___ Instructor utilized appropriate technology in delivering course content.
- ___ Instructor facilitated regular opportunities for faculty and student engagement.
- ___ Instructor provided sufficient and equitable opportunity for student engagement with classmates.
- ___ Instructor clearly posted deadlines for submission of materials and assignments.
- ___ Instructor ensured assignments and discussion support the learning objectives of the course.
- ___ Instructor communicated with students regularly and in a timely manner.
- ___ Instructor provided feedback and comments on assignments in a timely manner.
- ___ Overall rating of the instructor.

Additional comments:

Date of post-observation conference and discussion _____

Signature of Evaluator

Date

I certify that I have read this document.

Signature of Instructor

Date

September 22, 2020 Session

ARTICLE VI - APPOINTMENT AND TERMINATION

A. ELIGIBILITY FOR APPOINTMENT

Subject to the terms of this Agreement but otherwise at its or their sole discretion, the Board of Trustees or the President of each State University may grant appointments hereunder and terminate such appointments.

A person may be granted an appointment at any rank in keeping with the following requirements. These requirements apply to persons engaged to teach in the individual Programs of Graduate and Continuing Education at the State Universities. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under other special circumstances with the approval of the Board of Trustees or the President as its designee. Nothing in these requirements should be construed to prohibit the appointment of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments, the Board of Trustees or the President shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the University, or (b) evidence of a candidate's extraordinary competence in the area of the candidate's discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment to each rank.

For the purposes of this Article a year of college or university teaching shall be defined as:

- i. one academic year of employment as a full-time faculty member appointed at the rank of Instructor, Assistant Professor, Associate Professor, or Professor at a regionally accredited institution of higher education; or
- ii. teaching experience equivalent to twenty-four (24) semester hours of credit of instruction at a regionally accredited institution of higher education.

Visiting Instructor: A Master's Degree from an accredited college or university in a field or discipline to be taught.

Demonstrated potential to fulfill the applicable evaluation criteria.

Understanding of the teaching and advising process and the application of teaching and advising strategies to adult learners.

For instructors appointed to teach courses in a professional area, two (2) years of appropriate professional experience is an additional requisite.

Visiting Senior Instructor:	<p>A Master's Degree from an accredited institution in the academic or professional discipline to be taught.</p> <p>Demonstrated potential to fulfill the applicable evaluation criteria.</p> <p>Understanding of the teaching and advising process and the application of teaching and advising strategies to adult learners.</p> <p>Three (3) years of appropriate professional experience in the discipline to be taught, including two (2) years of college or university teaching in the discipline to be taught.</p>
Visiting Assistant Professor:	<p>A terminal degree from an accredited institution in the academic or professional discipline to be taught.</p> <p>Demonstrated potential to fulfill the applicable evaluation criteria.</p> <p>Understanding of the teaching and advising process and the application of teaching and advising strategies to adult learners.</p> <p>Three (3) years of appropriate professional experience in the discipline to be taught, including two (2) years of college or university teaching in the discipline to be taught.</p>
Visiting Associate Professor:	<p>A terminal degree from an accredited institution in the academic or professional discipline to be taught.</p> <p>Demonstrated potential to fulfill the applicable evaluation criteria.</p> <p>Understanding of the teaching and advising process and the application of teaching and advising strategies to adult learners.</p> <p>Six (6) years of appropriate professional experience in the discipline to be taught including four (4) years of college or university teaching in the discipline to be taught.</p> <p>Demonstrated professional advancement.</p>
Visiting Professor:	<p>A terminal degree from an accredited institution in the academic or professional discipline to be taught.</p>

Demonstrated potential to fulfill the applicable evaluation criteria.

Understanding of the teaching and advising process and the application of teaching and advising strategies to adult learners.

Eight (8) years of appropriate professional experience in the discipline to be taught including six (6) years of college or university teaching in the discipline to be taught.

Additional professional advancement.

The application of the foregoing criteria shall not result in a reduction in the rank of any unit member who, having taught in the Program of Continuing Education in any semester or session during the Academic Year 2008-2009, shall be appointed to teach in any semester or session subsequent to the execution date.

Nothing in the foregoing criteria shall be deemed to prohibit the University from considering an individual's demonstrated continuing scholarship, including contributions to the content and pedagogy of the discipline as evidenced by participation in and contributions to the improvement and development of academic programs or academic services at an institution of higher education, or, where applicable, by artistic or other creative activities; membership or participation in or contributions to professional organizations and societies, research as demonstrated by published or unpublished work or relevant graduate study, including work toward the terminal degree for those without the terminal degree; or relevant post graduate study for those with the terminal degree, or, for the professional, continuing study or current knowledge of said unit member's professional field.

The University may also consider other professional activities which by way of example shall include contributions to the professional growth and development of the Program of Graduate and Continuing Education, or, in the case of the professional hired to teach who is not a full-time college or university faculty member, evidence of continued growth and development in the candidate's professional field.

~~B. INCLUSION IN THE CONTINUING EDUCATION POOL~~

- ~~1. In order to be eligible for appointment, an individual shall have been included in the Continuing Education Pool. On or before November 1 of each academic year, the University, upon request of the Chapter President, will provide a list of all persons then included in the continuing education pool.~~
- ~~2. In accordance with University procedures, an individual may apply for inclusion in the Continuing Education Pool by submitting an application therefor to the Dean or designee thereof.~~

- ~~3. Thereafter the Dean or designee thereof may, at his/her sole discretion, decide to include the name of the applicant in the Continuing Education Pool.~~
- ~~4. Once admitted to the Continuing Education Pool, an individual shall, subject to the provisions of Sections E and F of this Article, continue to be included in the Pool unless and until he/she shall not have taught for a period of three (3) consecutive years when measured from the end of the instructional period during which he/she last taught.~~
- ~~5. If an individual has ceased to be included in the Continuing Education Pool because, as prescribed by subsection 4, he/she has not taught for three (3) consecutive years, he/she may, but subject to the provisions of Sections E and F of this Article, apply for readmission to the Pool in accordance with the preceding subsection 2.~~

B. C. APPOINTMENT

- 1. In order to be eligible for appointment, an individual shall comply with the hiring policies and practices of the university, including the submission of any documentation required by the university as well as required by state and federal law.**
- ~~2. 1.~~ Each University shall post and maintain on its website, in the form of a calendar or otherwise, a current notice of the dates or periods during which, for each academic year, it prepares the schedule of courses that are to be offered during the instructional periods falling within that year. Nothing in this or any other provision of the Agreement shall accord **any individual** ~~to any member of the Continuing Education Pool~~ any entitlement to teach any particular course or to do so at any particular time, date or place; and, except as is provided in the following subsection 2, nothing in this or any other provision of the Agreement shall prescribe or limit the manner in which the Dean or any academic department or other person or unit schedules or assigns the teaching of any course.
- ~~3. 2.~~ Prior to the commencement of each instructional period, the DGCE Chair, or designee thereof, shall submit to the Dean all recommendations for the appointment of persons to teach courses that are offered through the department in the Program of Graduate and Continuing Education. ~~Except in an emergency, all such recommendations shall be made only in respect to persons whose names are included in the Continuing Education Pool.~~
- ~~4. 3.~~ Upon receipt of the DGCE Chair's recommendation, the Dean shall submit to the Vice President or designee thereof the DGCE Chair's recommendation and his/her comments thereon. **The Dean shall determine if individuals recommended to teach courses to be offered online, in whole or in part, be required to participate in training to develop or teach an online course.**

5. 4. The Vice President or designee shall **have final approval authority. In the event the Dean serves as the Vice President's designee, the Dean shall have final approval authority.** ~~forward all comments together with the recommendation of the DGCE Chair and the Comments of the Dean to the President for final approval.~~
6. 5. Members of the bargaining unit shall be appointed at the appropriate rank in accordance with the minimum standards set forth in the criteria for that rank, but in no case shall a member of the bargaining unit be appointed at a rank lower than the rank he/she holds at a regionally accredited four-year college or university. The Dean's decision concerning the rank at which a member is to be appointed shall be subject to review by the University's Vice President for Academic Affairs upon appeal by the member. The University's decision concerning such rank shall be final and binding, and no such decision shall be subject to arbitration under **this**, or to any other provision of, Article X of this Agreement.
7. 6. The terms and conditions of employment shall be stated in writing and a copy of the Uniform Letter of Appointment (Appendix C) shall be provided to the appointee. Where an appointment has been made and ~~the~~ doing so is otherwise feasible, efforts shall be made to issue letters of appointment at least fourteen (14) days in advance of the commencement of the instructional period; provided only that nothing in this requirement shall be deemed to impair the right of a University to cancel any appointment.
8. 7. The term of every appointment shall be for no more than one (1) instructional period. However, the employment contract may contain a clause ~~which~~ **that in its effect permits** ~~contracts with~~ the unit member to work during the next instructional period, provided that it shall be subject to cancellation by either party at or before the commencement of such instructional period.
9. 8. As promptly as is possible following the final add/drop date in each instructional period, the University shall transmit to the Chapter President either a copy of each letter of appointment issued for such period, a printout, or a comparable like compilation (electronic or otherwise) on which the equivalent information is recorded with respect to all persons to whom letters of appointment have issued for such period.

C. ~~D.~~ EVALUATIONS

In making decisions to appoint, the DGCE Chair, the Dean, the Academic Vice President, the President and the designee of any of them may consider any available evaluations conducted in accordance with this Agreement.

D. ~~E.~~ TERMINATION FOR CAUSE DURING AN INSTRUCTIONAL PERIOD

1. No unit member shall be disciplined or suspended without cause or terminated without just cause.
2. Whenever any unit member is suspended, terminated or otherwise disciplined, said member shall first be accorded the following rights:
 - a. The President or his/her designee shall give notice to such person of such recommended discipline; such notice shall set forth the reasons for which the discipline has been recommended, and a copy of thereof shall be sent simultaneously to the Chapter President.
 - b. Thereafter, at the written request of the person so notified, an informal hearing shall be conducted not sooner than five (5) days following the date on which such notice shall have been received by such person. Any such informal hearing shall be conducted by and before a hearing officer designated by the President or his/her designee. The person whose discipline has been recommended may be represented by a representative of the Association.
 - c. Thereafter, the hearing officer shall submit a written report to the President setting forth any finding of fact and recommendations, together with the reasons therefor, regarding the disposition of the recommendation of discipline.
 - d. As soon as may be practicable thereafter, the President shall make such final decision in respect thereof as he/she deems appropriate.
3. Notwithstanding the provisions of subsection 2, whenever the President judges it necessary in order to preserve the interests of students and the integrity of the University's academic program, he/she may, after having received a recommendation from the Dean thereon, suspend a unit member with pay without first according him or her the rights described in subsection 2; provided that in any such case the Dean shall first accord the unit member an opportunity to meet and discuss the circumstances or events on the basis of which the Dean contemplates making such recommendation to the President. Any such unit member shall be accorded his/her Weingarten rights in connection with his/her attendance at any meeting the Dean conducts pursuant to this subsection 3.

Any unit member who is suspended pursuant to this subsection 3 shall be accorded the rights described in subsection 2 as promptly as is practicable thereafter. If the President, having thereafter made his/her final decision pursuant to subsection 2(d), declines to impose any discipline on the unit member, he/she shall thereupon revoke the suspension imposed pursuant to this subsection 3 and any record of the suspension shall be removed from the unit member's Official Personnel File.

4. ~~Whenever a unit member shall have been terminated, that member shall be removed from the Continuing Education Pool at each State University upon written notice.~~

E. F. APPOINTMENTS AND REAPPOINTMENTS

Nothing in Section E of this Article VI shall be of any application to any University's decision not to appoint (or not to reappoint) any member of the bargaining unit to teach a course.

October 20, 2020 Session

ARTICLE IX - EVALUATIONS

Evaluations are conducted for the purposes of making personnel decisions, encouraging and assessing professional and pedagogical experimentation, and assisting members of the academic community in the improvement of performance and programs.

No written materials shall be used in the conduct of any evaluation pursuant to the provisions of this Article IX except such materials as shall have been submitted at the commencement of the evaluation in accordance with the provisions of Section E hereof. Every member of the bargaining unit who is the subject of any such evaluation shall be entitled to copies of all such materials. Under no circumstances shall an incidental observation of any unit member be used in whole or in part in conducting an evaluation pursuant to the provisions of this Agreement.

A. CRITERIA FOR EVALUATIONS

1. Criteria for the Evaluation of Members of the Bargaining Unit

The following criteria shall be used in the evaluation of all members of the bargaining unit:

- i. teaching effectiveness in lectures, seminars, internships, independent studies and otherwise;
- ii. course advising, as it is prescribed in Section A(3) of Article VIII; and
- iii. other instructional obligations, as they are prescribed in Section A(1) of Article VIII.

2. Application of the Criteria

The foregoing criteria are to be used as a measure with reference to each instructional period in respect of which an evaluation is being conducted. The overall evaluation of each member of the bargaining unit will be based upon the

entire professional performance of the unit member, as it pertains to the foregoing criteria, during each such instructional period and, in the conduct of any such evaluation, regard may properly be had to evaluations conducted in respect of any prior review period or periods.

The basis for every evaluation shall be professional quality demonstrated with reference to each of the applicable criteria.

B. FREQUENCY OF EVALUATIONS

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 **every second academic year or upon the next subsequent semester teaching in the Program of Graduate and Continuing Education, whichever comes later.** ~~during the instructional period in which the unit member is teaching any sixth subsequent course in the Program of Graduate and Continuing Education.~~ Nothing in this paragraph shall require the evaluation of a member of the bargaining unit more frequently than once **every other** ~~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.

Every member of the bargaining unit shall have the right to be evaluated upon written request to the President, or designee thereof; provided, however, that this right shall not be exercised more than once in any academic year.

ARTICLE I - RECOGNITION

G. DEFINITIONS

8. Terminal Degree. "Terminal degree" shall mean the degree of Doctor of Philosophy (Ph.D.), the degree of Doctor of Education (Ed.D.), the degree of Doctor of Social Work (D.S.W.), the degree of Doctor of Nursing Science (D.N.S.), the degree of Doctor of Business Administration (D.B.A.), the degree of Doctor of Library Science (D.L.S.) or an equivalent doctoral degree, including the degree of Doctor of Library Science and Information Science (D.L.S.I.S.), accredited by the American Library Association, or such other doctoral degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree, **including the degree of a Juris Doctor (J.D.)**, other than a doctorate may, at any University, be deemed to be a terminal degree for the purposes of this Agreement whenever the Board of Trustees of such University recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning, but only to the extent that the holder of any such degree other than a doctorate is

employed as a member of the bargaining unit to teach within the scope of such profession or such field of learning. For those faculty whose area of teaching is primarily in creative and performing arts courses (as distinguished from such courses as art history and musicology) the degree of Master of Fine Arts (M.F.A.) shall be deemed to be a terminal degree when a bargaining unit member who holds such degree has earned not fewer than sixty (60) hours of graduate credit, including the hours of credit for which such degree was awarded, in the creative or performing discipline in which he or she holds such degree; provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline in question.

For faculty in the Engineering Department at the Massachusetts Maritime Academy, the Master of Science in Engineering (M.S.E.) shall be deemed to be a terminal degree when a bargaining unit member who holds such a degree also holds a Professional Engineering License.

APPENDIX D-1

(ARTICLE IX – EVALUATION – SECTION D(1), Pp. 34-35)

STUDENT EVALUATION

STUDENT EVALUATION

Please indicate your level of agreement with the following statements by checking the box that is most applicable. Please select:

SA - Strongly Agree

A - Agree

N - Neutral

D - Disagree

SD - Strongly Disagree

NA - Not Applicable.

Learning:

	SA	A	N	D	SD	NA
1. This course was intellectually challenging and/or stimulating.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The teaching methods and techniques used contributed to my learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The readings, homework, and other assignments contributed to my understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor contrasted the implications of various theories when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor presented sufficient background for course concepts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor presented current developments in the field.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Organization:

7. The course materials were well-prepared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The course objectives or learning outcomes were achieved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor's presentations and/or demonstrations were well-organized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor let me know on the course syllabus the amount of work required in the course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Interaction and Communication:

11. The instructor encouraged me to participate during class and/or in group discussions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor encouraged me to express my own ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The instructor encouraged me to ask questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The instructor encouraged me to seek help when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor showed genuine interest in my success in this course.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The instructor was adequately accessible to me through email or outside of class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Class discussions and/or web postings contributed to my learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. The ways the instructor facilitated student engagement gave me the opportunity to learn from other students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assessment:

19. The instructor's feedback and critique on my work was valuable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The instructor's criteria for evaluating my work were clear to me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. The course assignments and activities contributed to my learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The instructor was timely in returning materials and/or responding to assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Overall:

23. I would recommend this instructor to other students at the University.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Positive and constructive comments are welcome:

November 23, 2020 Session

ARTICLE VII - STIPEND

Section A, “Rank Minima Adjustments” shall reflect a zero percent (0%) increase for the three-year term of the agreement.