

ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

A. FAIR PRACTICES

1. As sole bargaining agent, the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed and religious creed, national origin, ancestry, sex, marital status, sexual orientation, veteran's status, disability, genetic information, or membership or non-membership in any political or ideological organization. The Association shall represent equally all members of the bargaining unit without regard to membership or participation in the activities of any employee organization.
2. The Board and the Boards of Trustees agree to continue their policy of non-discrimination against any person on the basis of age, race, color, creed and religious creed, national origin, ancestry, sex, marital status, sexual orientation, veteran's status, disability, genetic information, membership or non-membership in any political or ideological organization or participation in or association with the activities of any employee organization.
3. Moreover, the Association agrees to cooperate with the Board in the implementation of the Affirmative Action Program for the State Universities in effect on the date of execution of this Agreement; provided, however, that nothing herein contained shall be deemed to prohibit the Board from amending such Program from time to time for the purpose of causing it to conform with any applicable state or federal law, any applicable rule or regulation made thereunder, or any applicable order or directive issued by any agency, including any court, having authority therein.
4. The parties to this Agreement are committed to a policy of affirmative action and non-discrimination. One purpose of the policy is to provide for equal access and equal opportunity through the recruitment and hiring of minorities, women and the disabled.
5. The parties support a policy of non-discrimination in all personnel actions.
6. The parties mutually condemn any conduct that inflicts sexual harassment upon any member of the University community. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment for this purpose when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or of his/her academic status or entitlements, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions that affect such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an

individual's academic or work performance or creating an intimidating, hostile or offensive academic or working environment.

7. The parties agree that no provision of this Section A shall be deemed to create, or to confer on any person, any right enforceable under the terms of this Agreement, it being the common and agreed understanding of the parties that the public policies to which they hereby pledge themselves are properly established and enforced through mechanisms other than those pursuant to which the terms of this Agreement have been entered into and pursuant to which they may be enforced.
8. The Universities will provide training to assist DGCE faculty members to recognize and avoid discriminatory conduct and to explain to them the employer's expectations concerning the prohibition of discriminatory behavior. The parties acknowledge that Federal and state law and regulations will require the institutions to compel the attendance of all employees at certain types of training, **or the universities may make attendance mandatory at certain types of training to further the objectives of this Article.** The Association will encourage unit members to attend and avail themselves of training opportunities.

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: A Master's Degree from an accredited institution in the academic or professional 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.

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.

Visiting Assistant Professor: A terminal degree from an accredited institution in the academic or professional 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.

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.

Visiting Associate Professor: A terminal degree from an accredited institution in the academic or professional 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.

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.

Demonstrated professional advancement.

Visiting Professor:

A terminal degree from an accredited institution in the academic or professional 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.

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, **or designee thereof**, 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, or designee thereof, shall submit to the Vice President, or designee thereof, the DGCE Chair's recommendation and ~~his/her comments thereon~~ **the Dean's final recommendations, should the Dean not agree with the recommendations of the Chair. The Dean, or designee thereof, 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 and the extent of the training to be required. If the Dean, or designee thereof, shall determine that training is a mandatory requirement of appointment to teach or develop an online course, the individual shall not be appointed to such a course without agreeing to participate in such training.**
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. **Failure to comply with cybersecurity training, including a university's annual training requirements shall not require the aforementioned process described in subsection 2.**
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~~ **D** 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.

ARTICLE VIII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

A. WORKLOAD OF MEMBERS OF THE BARGAINING UNIT

1. General Provisions

Each member of the bargaining unit engaged in undergraduate or graduate teaching shall:

- i. carry out assigned teaching workload;
- ii. prepare for classroom and/or laboratory instruction;
- iii. be available to advise students as necessary or appropriate;
- iv. provide a syllabus for each course to the DGCE Chair, the Dean of Graduate and Continuing Education, and each student, **and post it on the university's official learning management system** not later than the first class meeting; in addition to the forgoing, for courses that are three (3) weeks of duration or less, make the syllabus available to students, DGCE Chair and DGCE Dean, **and post it on the university's official learning management system and/or student information system** at least seven (7) days before the first day of class;
- v. **exclusively utilize the university's official learning management system to provide instruction;**
- ~~v.~~ **vi.** order books for each course in accordance with University procedure;

- ~~vi.~~ **vii.** upon request, submit exam samples and/or other appropriate materials to the Dean;
- ~~vii.~~**viii.** participate in the evaluation process;
- ~~viii.~~**ix.** abide by the written academic policies of the University;
- ~~ix.~~ **x.** attend an orientation program (if a new member of the bargaining unit), which an Association representative shall be invited to attend, and a reasonable number of other meetings as scheduled by the DGCE Chair, the Dean of Graduate and Continuing Education, or the Vice President; **and**
- xi.** **utilize official university means of communication, including email and telephone or virtual telephone systems to communicate with students and respond to student communications within twenty-four (24) hours of receipt of such communication.**

Subject to the foregoing provisions, unit members may participate voluntarily in DGCE-related co-curricular activities, student orientation periods and registration periods.

Solely for purposes of the Affordable Care Act one (1) semester hour of credit of instruction shall be equal to two and three-quarters (2.75) hours of work.

2. Teaching Workload

a. Limitation

The President, at the President's sole discretion and without constraint of any prior practice, shall determine whether and to what extent the University shall place limits on the number of courses permitted to be taught by any person or class of persons who are or may be engaged to teach in DGCE.

b. Calendar

The academic year shall commence on September 1 and end on the August 31 following. At each University, the teaching workload of unit members shall be assigned on the basis of an academic calendar that shall be divided into instructional periods, two (2) of which shall generally coincide with the fall and spring semesters at such University and a third of which shall be one (1) or more summer sessions. Other instructional periods may be established from time to time by the University.

c. Additional Contributions

As professionals, members of the bargaining unit may make additional contributions for the benefit of students and the University community. Nothing in this paragraph shall be deemed to prohibit the scheduling of student registration on instructional days during which classes are regularly scheduled.

3. Course Advising and Student Assistance

During an instructional period, every unit member shall provide course advising and assistance to students enrolled in the unit member's own courses.

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.

C. REVIEW PERIODS

For the purpose of this Article IX, the phrase "review period" shall mean the instructional period or periods during which occurred the performance that is the subject of an evaluation.

D. MATERIALS TO BE USED IN THE CONDUCT OF EVALUATIONS

The following written materials shall be used in the conduct of evaluations. Any member of the bargaining unit who is subject of any evaluation shall be entitled to copies of all written materials used in the conduct of such evaluation.

1. Student Evaluations

Student evaluations shall be completed in accordance with procedures specified in Appendix D-1. Student evaluations shall be used giving due consideration to the number of courses and sections taught during the review period and for which student evaluations are available; whenever in any such course or section such evaluations are completed by fewer than forty percent (40%) of the students enrolled at the time the evaluation was conducted, consideration shall also be given to the limited reliability the evaluations may have. The parties recognize and agree that student evaluations should be used, to the extent possible, to discern the pattern or patterns evidenced with reference to teaching effectiveness; provided, however, that nothing herein contained shall be deemed to prohibit the making of any recommendation or the taking of any personnel decision merely by reason of the short duration of any unit member's service at a University.

The parties agree that no student evaluation conducted pursuant to the provisions of this Article shall be published or conveyed to any person save in accordance with the provisions of this Article or of Article XI.

Before the end of each instructional period, the DGCE Chair or a designee thereof shall obtain student evaluations of the classroom effectiveness of each member of the bargaining unit in every section of every course taught through such department.

The Dean, or a designee thereof, shall have open access to student evaluation data in the aggregate and for individual courses for the purposes of program improvement.

A summary of the student evaluation results of each unit member shall be provided to such unit member as soon as practicable following the conclusion of the instructional period to which it pertains.

Nothing in this subsection 1 shall be deemed to prohibit the use of student evaluation forms that have been rendered in a computer-readable (opscan) format; nor shall it be deemed to prohibit the compilation, whether by computer or otherwise, of summaries of student evaluations and the results thereof in respect of each unit member; provided, however, that no member of the bargaining unit shall be given any negative evaluation by sole reason of the fact that student evaluations, as revealed by any such summary, are less favorable than those of some other member or members of the bargaining unit; nor shall it be deemed to prohibit the electronic distribution and retrieval (through secure sites) of student evaluation forms; provided only that prior to implementing any form of electronic distribution and retrieval of student evaluation forms at any University, representatives of the University and the Association shall meet to ensure that the electronic distribution and retrieval format possesses the appropriate security measures, including passwords and authentication.

Student evaluations for the Fall 2020 instructional period shall be expunged. The absence of student evaluations for the Fall 2020 instructional period shall have no adverse effect on the unit member.

2. Classroom Observations

Whenever deemed appropriate the DGCE Chair and/or the Dean may observe the 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 in order to provide the Chair or Dean with a plan of the class to be observed and any materials intended to be used in class.

Classroom observations for the Fall 2020, Winter 2021 and Spring 2021 instructional periods shall be expunged. The absence of a classroom observation

for the Fall 2020, Winter 2021 and/or Spring 2021 instructional periods shall have no adverse effect on the unit member.

3. Comprehensive Resume

Each bargaining unit member shall use the resume form set forth in Appendix D-3 and shall ensure that there are, in the Official Personnel File, current official transcripts of the unit member's course work.

4. Course Documents

For each course taught by the unit member during the review period, there shall be submitted by the unit member a course outline, including a syllabus, **access to the instructional materials made available to students in the online environment**, and, where used, a bibliography.

5. Other Relevant Materials

In addition to the foregoing, there shall be considered in the conduct of an evaluation any other relevant materials and information submitted by the unit member being evaluated, by the DGCE Chair of any department through which the unit member is teaching any course, by the Dean and/or by the Vice President. Such information and/or material shall include any written self-evaluation submitted by the unit member.

E. PROCEDURES FOR THE CONDUCT OF EVALUATIONS

Whenever a unit member is evaluated, said evaluation shall be conducted by the DGCE Chair of each department or program area through which the course is being taught.

1. Submission of Materials

Prior to the commencement of an evaluation, every unit member shall submit to the Chair all those materials intended to be considered in the conduct of such evaluation. Included among those materials shall be the unit member's current comprehensive resume and course documents.

2. Evaluation by the DGCE Chair

The DGCE Chair shall conduct an evaluation of the unit member on the basis of the criteria set forth in subsection 1 of Section A, using the form set forth in Appendix D-4.

After completion of the evaluation, the DGCE Chair, or the designee thereof, shall transmit a copy to the unit member, who shall have the right to submit a written response thereto within ten (10) calendar days after its receipt.

Thereafter, the DGCE Chair shall submit to the Dean a written report of the evaluation together with all written materials used in the evaluation and any

written response submitted by the unit member. This report, signed by the DGCE Chair, shall state that the procedures herein prescribed have been complied with.

3. Role of the Dean

The Dean shall thereafter take such action with respect to the evaluation as the Dean deems appropriate.

4. Evaluation of a DGCE Chair's Teaching

Whenever in connection with the teaching of any course any DGCE Chair is required to be evaluated in accordance with the procedures of this Section E, the DGCE Chair being evaluated shall, in the manner otherwise described in subsection 1 hereof, submit to the Dean the materials there described, and the Dean shall conduct the evaluation in the manner otherwise described in subsection 2 hereof. Nothing in this subsection 4 shall be deemed to limit or impair the authority accorded the Dean by subsection 3.

F. ~~ANONYMOUS COMPLAINTS~~

~~The parties agree that the Policy on Handling Anonymous Complaints, which Policy, with the attached Memorandum of Agreement made the 3rd day of December of 1996, is annexed to this Agreement as its Appendix F, shall be of full force and effect as a part of this Agreement from and after the date of execution thereof.~~

G.F. EFFECTIVENESS OF PRIOR EVALUATIONS

Nothing contained in this Article shall be deemed to affect the validity of any evaluation commenced or completed prior to the date of execution of this Agreement or be deemed to affect the validity of any personnel action taken on the basis of such evaluation

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:

1. This course was intellectually challenging and/or stimulating.
2. The teaching methods and techniques used contributed to my learning.
3. The readings, homework, and other assignments contributed to my understanding.
4. The instructor contrasted the implications of various theories when appropriate.
5. The instructor presented sufficient background for course concepts.
6. The instructor presented current developments in the field.

	SA	A	N	D	SD	NA
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<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.
8. The course objectives or learning outcomes were achieved.
9. The instructor's presentations and/or demonstrations were well-organized.
10. The instructor let me know on the course syllabus the amount of work required in the course.

7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	<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.
12. The instructor encouraged me to express my own ideas.
13. The instructor encouraged me to ask questions.
14. The instructor encouraged me to seek help when necessary.
15. The instructor showed genuine interest in my success in this course.
16. The instructor was adequately accessible to me through email or outside of class.
17. Class discussions and/or web postings contributed to my learning.
18. The ways the instructor facilitated student engagement gave me the opportunity to learn from other students.

11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	<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.
20. The instructor's criteria for evaluating my work were clear to me.
21. The course assignments and activities contributed to my learning.
22. The instructor was timely in returning materials and/or responding to assignments.

19.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	<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.

23.	<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:

APPENDIX F

~~(ARTICLE IX – EVALUATION – SECTION F, P. 35)~~

POLICY ON HANDLING ANONYMOUS COMPLAINTS

~~— The Board of Higher Education, acting by the Council of State College Presidents (“the Board”), and the Massachusetts Teachers Association, acting by the Massachusetts State College Association (“the Association”), agree as follows:~~

~~1. — The administration of each College shall not take adverse action against any unit member on the basis of anonymous complaints, including complaints where the complaining individual is known but does not want his or her identity disclosed, whether such complaints are made orally or in writing, unless the unit member agrees to the action; no record of any action so taken shall be placed in the unit member’s personnel file or used in connection with the making of any decision under Article VI, §E, or Article IX, of the parties’ collective bargaining agreement.~~

~~2. — Adverse action means any administrative action based on a suspicion, belief or conclusion of inappropriate conduct or wrongdoing by a unit member.~~

~~3. — This agreement does not prohibit the administration from orally informing the unit member of the fact that such a complaint has been made and disclosing the nature and substance of the complaint; nor does it prohibit the administration from informing any member of the bargaining unit concerning his or her legal obligations.~~

~~4. — This policy is consistent with and not limited by the attached Memorandum of Agreement made the 3rd day of December 1996.~~

~~5. — Nothing in this Policy governs the manner in which complaints that are not anonymous may be used or dealt with.~~

For the MSCA/MTA

For the Board of Higher Education,

Attachment: 12/3/96 Memorandum of Agreement

MEMORANDUM OF AGREEMENT

~~_____ This Memorandum of Agreement is made this 3rd day of December, 1996, by and between the Board of Higher Education, acting by the Council of State College Presidents (the "Board"), and the Massachusetts Teachers Association, acting by the Massachusetts State College Association (the "Association").~~

~~_____ WHEREAS the Board and the Association are parties to a collective bargaining agreement (the "Agreement") that was made between them as of July 1, 1995; and~~

~~_____ WHEREAS the Board and the Association wish to clarify certain matters pertaining to complaints should students make them about one or another member of the bargaining unit to which the Agreement is of application;~~

~~_____ NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the Board and the Association hereby agree as follows:~~

1. ~~_____ The parties recognize and agree that the chair of an academic department has the discretion to make known to a member of the faculty the nature and substance of a complaint that a student, whose identity is known to the chair, has made about such member of the faculty, and the chair may do so without disclosing the identity of the student making such complaint whenever the student has not authorized the disclosure of his or her identity.~~

2. ~~_____ Only if a student, by a signed writing, authorizes the disclosure of his or her identity to a member of the faculty about whom he or she has made a complaint, may such complaint be used in connection with the evaluation of such faculty member pursuant to Articles VIII, IX and XX of the Agreement or, pursuant to Article XVI of the Agreement, be recorded in such faculty member's personnel file as a part of or in connection with any statement of concern or discipline that is contained in official personnel correspondence.~~

~~_____ WHEREFORE the parties hereto hereunder set their signs and seals on the dates inscribed below.~~

COUNCIL OF PRESIDENTS _____

MASSACHUSETTS STATE
COLLEGE ASSOCIATION

By: /s/ Thomas Aceto
Chair

By: /s/ Frederick M. Doherty

Clean-Up provisions

- 1. Change pronouns throughout the collective bargaining agreement.**
- 2. Article VII, Section B, change reference to “under the preceding Section A or B” to “under the preceding Section A,” given that there is no longer a section B.**