AGREEMENT

for

Division of Continuing Education

BETWEEN

The Massachusetts Board of Higher Education

- and -

The Massachusetts Community College Council/ Massachusetts Teachers Association
an affiliate of
The National Education Association

September 1, 2020 - August 31, 2023

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Preamble

This Agreement is entered into by and between the Board of Higher Education ("Board") or its successor and the Massachusetts Community College Council/Massachusetts Teachers Association/National Education Association ("Association") as the exclusive bargaining representatives for all employees in the bargaining unit described in Article I. Both parties to this Agreement recognize the unique contributions of the Community Colleges in providing quality continuing education programs that are responsive to both the educational needs of a diverse student body and the region's intellectual, cultural, and economic development. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, consistent with the provisions of Chapter 150E of the Massachusetts General Laws. Providing affordable, quality continuing education credit programs to students seeking academic and/or career success within the Community College System is our primary purpose.

ARTICLE I – Recognition and Definitions

1.01 Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to conditions of employment for all full and part-time professional employees teaching credit courses in the Community Colleges' Divisions of Continuing Education (hereinafter DCE), excluding supervisory and managerial personnel and all other employees pursuant to MLRC Case No. SCR-2179 dated January 5, 1987. Also excluded are faculty members who are employees of outside entities and who teach for the College exclusively in programs sponsored by that entity which are offered only to employees of that entity. Such instances shall be limited to: special or technical courses where either the College does not or cannot employ in DCE a qualified individual; or when the outside entity specifically requests that its qualified employee instruct the course. For the purposes of this provision, supervisory shall mean an individual whose responsibilities include receiving and/or acting on complaints about unit members and/or who, acting in an administrative capacity, would have access to confidential files or information.

1.02 Definitions

Day shall mean calendar day unless otherwise specified.

Outside entity [courses offered through an] – these are to be defined as courses which are not open to the general public and/or which are initiated and funded in whole or in part by an entity other than the College. This shall not be construed to include regular tuition reimbursement programs or funding that is not provided through a contract for services.

1.03 Jurisdiction

During the term of this Agreement, the Board agrees not to negotiate with any unit member(s) or with any employee organization other than the Association.

ARTICLE II – Relationship Between Association and Board

2.01 Fair Practices

The Employer and the Association recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, creed, religion, national origin, ancestry, age, gender, disability, sexual orientation, family status, gender identity, gender expression, genetic information, veteran or military status and membership in any other class protected by law.

Sexual Harassment, Discrimination, and Retaliation

The parties to this agreement support a learning environment and workplace that is free from sexual harassment and/or discrimination and/or retaliation as defined in the Board of Higher Education's Policy on Affirmative Action, Equal Opportunity, and Diversity and that students and College employees should be free from sexual harassment and/or other forms of discrimination and retaliation for reporting such conduct. The parties agree that sexual harassment, discrimination and/or retaliation interferes with academic freedom and the learning process, and disrupts the workplace. The parties recognize that such behavior will not be tolerated. If allegations of sexual harassment, discrimination and/or retaliation are reported to a unit member, the unit member has no duty to investigate said allegations and for further information shall refer to the Policy on Affirmative Action, Equal Opportunity and Diversity.

2.02 Complaints

The administration shall within twenty-one (21) days send or communicate to a unit member any written complaint or material which the administration believes would adversely affect the employment status of the employee.

2.03 Safety

In accordance with applicable state or federal law, unit members shall not be required to work under unsafe conditions whenever such conditions have been brought to the attention of the President of the College, or designee thereof, by the unit member(s) and the College has failed to exercise reasonable efforts to redress the complaint.

2.04 Individual Contracts

All rights, benefits, duties and obligations of unit members as set forth in the Agreement shall during its term be expressly incorporated by reference into and made part of any contract of employment that has been or shall be entered into between the Board and a unit member and no such contract shall be contrary, in whole or in part, to the terms and conditions as set forth herein.

2.05 Association Representatives

The President of the Association shall furnish the Commissioner, or designee thereof, with a written list by September 15 of each year of officers and representatives of the Association and their terms of office. It is clearly understood that in the implementation of this section, there shall not be more than one (1) Association representative from each College; provided, however, that if a designated representative is unavailable, the

President of the Association shall notify the Commissioner, or designee thereof, as to who shall be that representative's alternate.

2.06 Association Leave

Recognizing the unique conditions under which continuing education is offered at the Community Colleges, all Association business, labor-management meetings and any other meetings or hearings involving Association representatives or unit members pursuant to this Agreement will be conducted at times and places that will not in any way disrupt the delivery of educational services in the Divisions of Continuing Education. In highly exceptional circumstances, the President of the College, or designee thereof, may grant a request from an Association representative not to meet a scheduled class due to Association business. Such request must be submitted at least one week in advance or longer if necessary to timely inform the affected students and shall be accompanied by a proposal for rescheduling the class or otherwise fulfilling the instructional obligations of the Association representative. Consideration of the request is contingent upon reaching agreement that the instructional obligations of the Association representative will be met.

2.07 DCE Management Association Committee on Employee Relations

There shall be established at each Community College a DCE Management Association Committee on Employee Relations (DCE MACER) comprised of three management representatives appointed by the President of the College and three DCE unit members appointed by the President of the Chapter. The DCE MACER committee shall discuss matters of mutual concern to the local DCE unit members and the College. The Committee shall have no power to negotiate, alter, or amend the terms of this Agreement. There shall be at least three (3) meetings of the Committee in each of the Fall and Spring semesters provided, however, that the parties at each College may mutually agree to meet more often as necessary. Both parties may submit items for the meeting agenda to the other party at least one (1) week in advance of any scheduled Committee meeting. The College President, in the President’s discretion, may attend any scheduled Committee meeting.

2.08 New Unit Employee Orientations

Where a College provides an orientation program for new DCE unit employees, one hour (60 minutes) shall be allotted to the Union to meet with the new unit employees. If a college does not have an orientation program for new DCE employees, then within thirty (30) days of a new employee’s effective date of hire or entry into the bargaining unit, the college will accommodate the union to meet with the new unit employees. All such meetings authorized by this section shall be at no cost to the College and take place at a location and time mutually agreed upon by the Human Resources Department of the College and the Union’s local chapter. No such meetings or orientations shall count as a meeting(s) under Article 13.01.

To facilitate the scheduling of the union orientations, the Colleges shall provide the local chapter union representatives with notification of the hire or entrance into the bargaining unit of unit employees by providing the local chapter representative the names, worksite locations, home address, work/college email address, personal email address on file with the college, and personal telephone numbers on file with the college of new unit

employees within ten (10) calendar days of the new unit employee's date of hire into a unit position.

ARTICLE III – Use of College Facilities

3.01 Facilities in General

Recognizing the fact that many activities of the various Divisions of Continuing Education occur away from the College campuses and will continue to do so because of the nature of the services these operations provide, the parties agree that the following provisions apply only to the actual college campuses. The College agrees to make available to unit members whatever is permissible in any area or building which is leased or otherwise available to the College but not under the complete control of the College. DCE MACER shall meet upon reasonable notice to discuss and attempt to resolve any concerns with regard to office space, mailboxes, access to computers, e-mail, telephones, copy facilities, or support services, for unit members. The establishment of, or any change in, Parking Fees at a College shall provide one (1) year advance notice, where practicable. This shall not relieve the parties of their rights and obligations to impact bargain.

3.02 Facility Use

Upon request in writing made to the President of a College, or designee thereof, the Association or any College-based chapter thereof shall have the right to meet at such College, if appropriate facilities are available. All requests must be received at least seventy-two (72) hours prior to the time requested for the meeting. If the Association requests the use of facilities, the College will discuss with the Association at the time the request is made the cost of additional services as required at the prevailing rate charged to non-profit organizations.

3.03 Bulletin Boards

The President of each College, or designee thereof, shall assign where available at least one (1) bulletin board at the College and one (1) at each satellite campus where permissible for the exclusive use and responsibility of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement. In the alternative, the Association may share whatever Division of Continuing Education space or bulletin board is available for the posting of Association notices.

3.04 Intra-College Mail

The Association shall be permitted to use for the distribution of Association communications whatever DCE intra-college mail system and procedures exist at each College. All notices so placed shall bear the signature of the President of the Association or his/her designee(s).

3.05 Offsite Facilities

A. The college shall request that any off-campus entity or facility hosting a DCE class provide access to an assigned classroom to the DCE Unit member at least 15 minutes prior to and after the scheduled start and finish time of a class.

B. The College shall request that any off-campus entity or facility provide DCE unit members and/ or designated College DCE representative with an advance calendar of operations, events and holidays at the facility and/or a link to electronically access such a calendar.

C. The College shall provide a DCE unit member teaching a class at any off-campus facility or entity the name and contact information of a designated liaison or contact person at the off-campus facility or entity should the DCE unit member have any questions or concerns about the off-campus facility or classroom in which the DCE unit member's course is being conducted including, but not limited to, building accessibility, parking questions, classroom equipment, and classroom conditions or cleanliness.

D. At a unit member's request, prior to the unit member's acceptance of a tentative assignment to teach a course at an off-site facility, the College shall make inquiry of the off-site facility as to the facility's security and/or the nature of the classroom to be used by the unit member. The College shall share such information with the unit member upon its receipt.

E. The College shall request that an offsite facility provides advance notice to DCE unit members teaching at their facility and/or the designated College DCE representative of any emergency closures of the offsite facility where the unit member teaches as soon as possible.

F. If a unit member needs projection equipment or whiteboards/chalkboards for their classes at an off-campus facility, the unit member shall make such a request to the off-campus facility's contact person provided for in paragraph 3 above. If the unit member is unable to contact such person or is not able to use the requested equipment, the unit member may contact their College supervisor for assistance.

G. The College shall request that any off-campus facility provide any required parking permits for their facilities to DCE unit members.

H. The parties agree Article 2.03 applies to offsite facilities.

ARTICLE IV – The Rights & Responsibilities of the Board

4.01 All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board of Higher Education or the several Boards of Trustees as may be provided by any applicable provision of law. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of any of said Board or Boards under the Laws of

the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement.

ARTICLE V – Maintenance of Records

5.01 Each Community College shall maintain an official personnel file for each unit member, which shall be the personnel file consulted when making all personnel decisions and recommendations. Any and all material contained in this personnel file concerning the unit member shall be open to the unit member with a right to copy at the unit member's expense, upon written request and by appointment during regular business hours. The unit member shall be responsible for supplying the administration with all of the necessary documents requested by the administration in order to complete the unit member's file. The cost of supplying any materials after the unit member has complied with the aforementioned request shall be paid by the Board. If any additional material which may impact negatively on the unit member is included within a unit member's file after the effective date of this Agreement, the unit member shall be sent a copy of such material within seven (7) days thereafter.

Notwithstanding Article 2.02, the College shall not place a copy of a complaint against a unit member into their personnel file until any review has been concluded. Thereafter, the Complaint and the College's review thereof may both be placed in the personnel file; this does not apply to a notice to a unit member from a supervisor of a work performance concern unrelated to a specific complaint.

The unit member shall have the right to file a statement in response to any written documents placed in the unit member's file.

5.02 Each College shall maintain a grievance file separate from the official personnel file.

5.03 The Colleges shall maintain the confidentiality of these files in accordance with state and federal law.

5.04 Whenever any individual or individuals inspect the official personnel file of a unit member, the date and name of the individual or individuals conducting such investigation shall be noted in the file.

ARTICLE VI – Academic Freedom & Responsibility

6.01 Academic Freedom

The Board and the Association endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education. The parties agree to promote public understanding and support of academic freedom and agreement upon procedures to assure academic freedom in Colleges and Universities. Institutions of higher education are conducted for the common

good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of said research, and to full freedom in the classroom in discussing his/her subject and most specifically in the selection of classroom materials, including the selection of texts. The teacher is entitled to discuss controversial issues. As both a teacher and scholar, the faculty member recognizes the professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

A unit member has the right to determine the amount and character of the work and other activities the unit member pursues outside the College; provided such work and other activities do not interfere with the discharge of responsibilities under the terms of this Agreement. Unit members are entitled to freedom of expression of political belief or affiliation.

6.02 Academic Responsibilities

Academic freedom carries with it correlative responsibilities. The faculty member has the responsibility to colleagues and the College community to preserve intellectual honesty in teaching and research. The faculty member respects the free inquiry of associates and avoids interference in their work.

The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the several Colleges will be made by their most valuable resource, the faculty. The college or university teacher is a citizen and a member of a learned profession affiliated with an educational institution. When the faculty member speaks or writes as a citizen, such activities should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, the faculty member should remember that the public may judge the teaching profession and the faculty member's utterances. Hence, the faculty member should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate when the faculty member is not an institutional spokesperson. Institutions of higher education are committed to the search for truth and knowledge and to contributing to the solution of problems and controversies by the method of rational discussion.

6.03 Professional Development

As professional development opportunities continue to present themselves Unit members will be encouraged to participate through the individual colleges. Unit members with seniority and eligible for appointment under article 10.02 and 10.03 at a Community College may apply for professional development opportunities related to their educational disciplines pursuant to the professional development application procedures as may be established at that College. Application procedures shall be made available to unit members by the College. Upon approval at the sole discretion of the College, a unit member shall receive reimbursement in whole or in part as determined by the College for an approved professional development opportunity related to that unit member's educational discipline. Any determination to approve or disapprove professional development shall not be made in an arbitrary or capricious manner and shall not be subject to the grievance process. Nothing in this section shall preclude any individual college from offering expanded professional development opportunities to additional unit members.

ARTICLE VII – Grievance Procedure

7.01 Statement of Intent

It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member(s) of the bargaining unit and the Board. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the application of this Agreement. For issues involving affirmative action and/or discrimination a unit member is encouraged to proceed under the Board of Higher Education Affirmative Action Policy, which contains a separate grievance procedure in a forum devoted exclusively to those issues. The Association further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as herein before defined until it shall have first exhausted the procedures provided herein.

7.02

A. Any member(s) of the bargaining unit may initiate and pursue a grievance through the first two (2) steps of the grievance procedure without intervention of the Association, provided that a representative of the Association shall be afforded the opportunity to be present at any conferences held; and provided further that any disposition made of any grievance under the Article shall not be inconsistent with the terms of the Agreement.

Any member of the bargaining unit may be represented by the Association at any step of the grievance procedure.

B. Failure of a grievant(s) to comply with any of the provisions of this Article shall be

deemed to be a waiver of the right to seek resolution of the grievance under the terms of the Article. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be a waiver of the right to seek resolution of the grievance under this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties or by oral agreement confirmed in writing.

C. The resolution of a grievance at any step shall not be deemed to be an admission by the Board or the Association of any violation or breach of the terms of the Agreement, or that such grievance is judicially cognizable or legally sufficient pursuant to any applicable provisions of the laws of the Commonwealth nor shall it establish any precedent nor grant to the Association or any unit member standing to initiate proceedings or pursue a remedy in any other forum.

D. Grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved.

E. A grievance may be withdrawn at any level.

F. The Parties agree to use the Form DCE-G5E, attached hereto, in place of Form DCE-G5 of the 2018-2020 Agreement for a trial period of six (6) months from the date of this Agreement's ratification. Upon the expiration of the six-month period, either party may terminate the use of the new form with thirty (30) days' notice to the other party and the parties shall revert back to the use of Form DCE-G5 of the 2018-2020 Agreement with any updated mailing address, or, at the parties' election, updated email addresses as appropriate and needed. The updated Form DCE-G5 former form shall be applicable to all grievances filed after the expiration of the thirty days' notice period.

7.03 Disposition of Grievances

A. Informal Adjustments – Immediate Supervisor
Whenever possible, unit member(s) and the Association shall first attempt in good faith to adjust their grievances with the immediate supervisor or within the College's administrative structure up to the level of the President of the College, or designee thereof.

B. Formal Adjustments
All complaints shall be filed on a standard form. If the grievance involves an action by the Board or an action by two or more Colleges, the complaint shall be filed at Step One within thirty (30) days after the grievant knows, or should have known of the alleged acts or condition on which the grievance is based; provided, however, that the President of the Association, or designee thereof, must first certify in writing that the grievance is of general system-wide applicability. Within ten (10) days of receipt

of said certification, the Commissioner, or designee thereof, shall determine whether or not the grievance is of system-wide applicability or applies to the Board. If the Commissioner, or designee thereof, determines that the grievance is of system- wide applicability or applies to the Board, the Commissioner or designee thereof, shall meet and confer with the grievant for the purpose of resolving the grievance and shall render a written decision within fifty (50) days after receipt of certification. If determined not to be of system-wide applicability or applicable to the Board, the unit member(s) or the Association shall have fourteen (14) days from receipt of the hearing officer's determination in which to file the grievance at Step One at the applicable college. The Commissioner, or designee thereof, may upon mutual consent consolidate at Step One multiple grievances which involve the same issue. All other grievances shall be processed in accordance with the following procedures:

7.04 Step One – College President or Designee

A. Within thirty (30) days after the grievant knows or should have known of the alleged act or omission on which the grievance is based, the grievant shall file a Step One Grievance Form (DCE-G1) with the Human Resource Office and shall forward a copy to the President of the College.

B. The Director of Human Resources or other President's designee, along with the appropriate involved College personnel as determined by the College shall meet with the grievant for purpose of resolving the grievance and shall, within thirty (30) days of receipt of the Step One Grievance Form, render a written Step One decision on a Step One Decision form (DCE-G2), and shall forward a copy to the President or designee thereof.

7.05 Step Two – Mediation

A. In the event the grievance is not resolved at Step One, or the decision from the Director of Human Resources or President's designee is not rendered within the time specified, the mediation of a grievance may be initiated in accordance with the following provisions:

B. The grievant may appeal the Step One decision in writing on a Step Two Mediation Election form (DCE-G5E) to the Commissioner, or designee thereof, for mediation with a copy to the President of the College, or designee thereof. The appeal shall be filed within twenty (20) days of receipt of the President or designee's Step One Decision (DCE-G4) or within fifty (50) days after the receipt by the President of the Step 1 Grievance form (DCE-G1), whichever is sooner. Upon receipt of the appeal, the President of the College, or designee thereof, shall submit to the Commissioner, or designee thereof, the grievance filed at Step One (DCE-G1), all evidence introduced to date and copies of all decisions. No further contract violations may be added subsequent to the Step Two mediation provided, however, that the grievant shall have an opportunity to provide rebuttal evidence.

C. Failure to so file with the Commissioner, or designee thereof, within the time specified shall be deemed to be acceptance of the decision rendered at Step One.

D. The parties shall meet for the purpose of mediating on a bi-monthly schedule established in June for the academic year. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon.

E. Mediator selection shall be conducted on a rotating basis except in the event a mediator is unable to schedule a mediation conference within forty (40) days from receipt of the appeal in which case the matter shall be forwarded to the next mediator in line. Not less than fourteen (14) days before the scheduled mediation, the parties shall mutually agree on the specific grievances to be mediated on that day.

F. In the event one of the above arbitrators can no longer serve as a mediator, the parties shall mutually agree to a replacement. Further, it is agreed that selection of a mediator does not preclude the parties from mutually selecting the same individual to arbitrate the grievance should it be appealed to arbitration. All fees and expenses of the mediator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

G. The jurisdiction of the mediator to inquire into any issue or to make any recommendation is governed solely by the provisions of this Agreement.

Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without injuring their case if mediation is unsuccessful and the case goes on to arbitration. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial, or other proceeding:

1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
2. Admissions made by another party in the course of the mediation proceedings;
3. Proposals made or views expressed by the mediator; or
4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

H. Any grievance citing Article 10.03 will go to mediation only.

I. Subject to the provisions of this Agreement, the mediator shall have no authority or

jurisdiction to:

1. mediate such portion of any grievance which is removed from the jurisdiction of the mediator by the express terms of this Agreement;
2. add to, alter or amend any terms or conditions of this Agreement;
3. to inquire into or mediate any issue not presented by the original complaint.

J. Mediation shall conclude in one of the following ways:

1. by execution of a settlement agreement by the parties; or
2. by a written declaration of the mediator, a party, or the parties to the effect the mediation proceedings are concluded without resolution.

K. Either party may terminate this mediation procedure and revert to the appended Step Two provisions of the 1990-1993 Agreement upon notice to the other party not less than thirty (30) days prior to the expiration of this Agreement. The former Step Two provisions shall be applicable to grievances filed at Step Two on or after the expiration of this Agreement.

7.06 Step Three – Arbitration

A. Within forty (40) days after mediation has been concluded in accordance with Section 7.05 (J) (2) arbitration of a grievance may be initiated in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. The decision or award of the arbitrator shall be final and binding for the Association, the employee and the Board in accordance with applicable provisions of state law.
2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been duly authorized by the Association and so certified by the President of the Association, or designee thereof.
3. The Association shall initiate arbitration by filing a demand for arbitration with the American Arbitration Association and with the Commissioner or designee thereof within forty (40) days of receipt of the decision of the Commissioner or designee thereof or where no decision has been issued within forty (40) days after it was due.
4. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect on the date of said submission, unless otherwise provided herein; provided, however, that the jurisdiction of the arbitrator to inquire into any issue or to render any award is governed solely by the provisions of this Agreement.

B. Limit of the Arbitrator's Jurisdiction
Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to:

1. Arbitrate such portion of any grievance which is removed from the jurisdiction of the Arbitrator by the express terms of this Agreement.
2. Add to, alter or amend any terms or conditions of this Agreement.
3. To inquire into or arbitrate any issue not presented by the original complaint.

C. Authority of the Arbitrator

Unless otherwise provided in this Agreement, the arbitrator shall have the authority to make a final and binding award on any dispute concerning the interpretation or application of this Agreement. The arbitrator's authority in matters which are arbitrable is limited to a determination as to whether the provisions set forth in this Agreement were violated; provided that in matters of professional judgment, the arbitrator shall determine whether the application of such to the grievant has been arbitrary, capricious or unreasonable. Beyond such determination, the arbitrator shall be without power, right or authority to make a decision or to substitute his/her judgment for that of the Board or its representatives, except as otherwise provided in this Agreement. The arbitrator shall have no authority to arbitrate:

1. Any incident which occurred or failed to occur prior to the ratification date of this Agreement.
2. The failure or refusal of the College to offer a contract of employment. Any grievance citing Article 10.03 will go to mediation only. Only those Article 16 (reference MOA XVI-Day Contract) grievances alleging a violation of a procedure referenced in the contract shall go to arbitration. All other Article 16 grievances will go to mediation only. The application of the President's or designee's professional judgment is not a procedural violation.
3. Affirmative action/discrimination.

D. Award of Arbitrator

If the arbitrator determines no express provision of this agreement has been breached in its application to the grievant as claimed, the arbitrator shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, the arbitrator may, subject to the provisions of this Article and except as hereinafter provided, provide an appropriate remedy for the breach; provided, however, that no award shall require the appointment of any faculty member; and provided further that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award in excess of the faculty member's salary for one session or by way of penal damages. At the discretion of the President of the College or designee thereof, implementation of any award may be deferred until the session following the issuance of the award.

E. Dismissal

If a unit member's employment is discontinued as a result of dismissal and the arbitrator determines based on clear and convincing evidence that the decision of the President of the College or designee thereof was arbitrary, capricious or

unreasonable, the arbitrator shall remand the matter for reassessment by the President of the College or designee thereof of the original decision but shall not have the result or effect of granting any binding award. After remand, the President of the College or designee thereof shall have thirty (30) days to render a new decision. If the grievant believes the decision of the President of the College or said designee on remand is arbitrary, capricious or unreasonable, the grievant may file an appeal to the original arbitrator (if the original arbitrator is unable to hear the case, the parties shall choose a new arbitrator according to the terms of this Article). On appeal, if the arbitrator determines based on clear and convincing evidence, that the decision of the President of the College or designee thereof is arbitrary, capricious or unreasonable, the arbitrator shall have the power to make the grievant whole; provided, however, that any monetary award shall be reduced by the way of mitigation by an amount equal to the total income received by the grievant during the period for which monetary damages are so awarded. If the arbitrator determines that the Step One decision was not issued within applicable time limits contained in this Article, the arbitrator may in the first decision provide a binding award in accordance with the foregoing procedures.

F. Notwithstanding any rule of the American Arbitration Association to the contrary, in making a decision, the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend or revise any term or condition hereof.

G. All fees and expenses for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE VIII – Notices, Information, and Communications

8.01 Relevant Information

The Board shall provide to the Association in accordance with Chapter 150E such information as is necessary for the proper discharge of its duties as the exclusive bargaining agent.

8.02 Written Notices, Communications, Etc.

A. All notices, recommendations, reports and official communications required by this Agreement, as listed below, shall be in writing and shall be deemed to be given if delivered by hand or if mailed certified mail, return receipt requested, or first class mail, and addressed to the person concerned at the address shown on the records of the College or if to administrators of the College or the Board to their regular place of official business.

B. The documents below shall be sent electronically provided unit members have been assigned password or similarly protected email addresses or a College utilizes another similarly secure platform for sending the communications.

1. Availability Form
2. Tentative Assignment/Letter of Appointment
3. Membership Form -link to MCCC website
4. Minimum Enrollment Form
5. Notice of Student Evaluations
6. Classroom Observation Notice
7. Membership lists (Art. 9.03)
8. Outside Entity Information (10.09, 10.1 0)
9. Seniority Lists
I0. Student Evaluation Results (11.02) At the College's option, provided the College utilizes a secure platform other than email, otherwise by US Mail, College mail or in person.
11. Notice of Course Section Cancellation. The College shall also contemporaneously provide a telephone call to the unit member at the telephone number provided in the Teaching Availability Form, DCE-A, and leaving a message when possible if the telephone call is not answered by the unit member
12. Notice of leave (10.05).

8.03 Notice of Class Cancellations

If classes are cancelled all faculty shall be notified in accordance with the notification procedure established at each College that they need not report to work. Such procedure shall provide for either radio or telephone notice or both to be given at least one (1) hour prior to the beginning of the first (1st) scheduled class. In emergency situations, notice shall be given as soon as is practicable thereafter.

ARTICLE IX – Deduction of Dues

9.01 Dues Deductions

A. Payroll deductions for membership dues of the Association shall be authorized pursuant to applicable laws of the Commonwealth.

B. The Association shall, at least thirty (30) days prior to the beginning of the academic year or within thirty (30) days of the effective date of this Agreement, give written notice to the Board of the amount of dues which are to be deducted on behalf of the Association and the names of the treasurers of the local affiliates of the Association.

C. The Association shall, at least thirty (30) days prior to July 1, give written notice to each College of the amount of dues which are to be deducted on behalf of the Association for the current dues year. No College shall be required to make more than one dues deduction for any DCE unit member per dues year. Any subsequent adjustments required shall be the responsibility of the Association.

9.02 Dues Deduction Implementation

Information between the Association, the College, and unit members including lists, dues deductions, forms and other information will be conducted through electronic communication, consistent with Attachment A and the approved implementation schedule.

A. The Colleges shall send the affiliation form and membership form with the prepaid postage envelopes with the mailing of tentative assignments. The Association shall provide the prepaid postage envelopes.

B. The Colleges shall provide the Association a list of unit members actually teaching credit courses; the list shall include:

1. State Employee Number
2. Name
3. Personal Mailing address if maintained by the College
4. College Email address
5. Number of credits for that semester

This list will be submitted to the MCCC no later than the end of the second (2^{nd}) week of the semester in spreadsheet file format if practicable. The Association shall provide the College with the level of union dues payroll deduction for each individual faculty member and the original signed authorization card no later than the fifth (5^{th}) week of the semester.

ARTICLE X – Appointment

10.01 Unit members shall be given a contract stating the courses, subject areas, and salary to which the unit member has been assigned.

10.02 A unit member who has taught at least five (5) courses over three (3) consecutive fiscal years in the Division of Continuing Education at the College who has received a satisfactory evaluation in a work area(s) shall be eligible for a reappointment in that work area(s).

The fiscal year shall be that defined by the Division of Continuing Education at the College and any course spanning two fiscal years shall be attributed to the fiscal year in which the course begins.

Prior to making tentative appointments, the College shall provide to eligible employees as defined above a course interest and teaching availability form (attachment DCE-A). It is assumed that faculty who do not complete and submit the teaching availability form (DCE-A) are not interested in teaching a course that semester.

10.03 A tentative appointment for one course will be offered first to those eligible unit members as defined above with the longest service in the Division of Continuing Education at the

college in that work area, except under the following conditions:

A. the unit member receives an unsatisfactory evaluation;
B. if there are insufficient courses available within the work area of the unit member;
C. if, in the professional judgment of the President, or designee thereof, reasons exist which preclude such reappointment, the President, or designee thereof, shall provide the unit member with a written statement of the reason or reasons for the non-reappointment. The reasons for non-reappointment shall not be arbitrary or capricious.

10.04 For every fiscal year in which the unit member teaches or has taught at least two (2) courses, one (1) year of service shall accrue for purposes of seniority. If the two courses are in different work areas, one year of service shall accrue in each work area. Any outside entity course for which a faculty member is compensated in excess of the salary schedule shall not count towards accruing seniority.

10.05 Any faculty member who does not teach at least one (1) course during a fiscal year will not be eligible for unit inclusion during that year. If a faculty member does not teach at least one (1) course during two consecutive fiscal years, the faculty member will lose previously accrued seniority unless on authorized leave approved by the President of the College, or designee thereof.

A. DCE leave may be authorized for up to two consecutive years.

B. The President of the College or the President's designee must authorize such DCE leave in writing and shall provide that document to the unit member, local Chapter President and to the MCCC President. This notice may be sent electronically.

When determining seniority earned prior to this agreement pursuant to the provisions of 10.04 above, any period of two years or more during which the faculty member taught no course will constitute a break in service and no service prior to said break will accrue to a unit member's seniority.

10.06 If a faculty member is offered and accepts a course which is subsequently cancelled, there will be no break in previously accrued seniority or credit towards eligibility for reappointment.

10.07 By August 15 of each year, the MCCC/MTA shall be provided with the official list of eligible faculty members, including seniority by work area(s), based upon information available at the College for the five years preceding the fiscal year in which seniority is considered for appointment under this article. When the initial list is published, faculty members shall have thirty days to challenge their relative placement on the list and, upon providing documentation acceptable to the College, the list shall be adjusted appropriately.

10.08 As a condition of employment, unit members will be required to have a resume on file. Prior to initial appointment, unit members shall provide a current transcript(s) and resume to the College. The College will periodically review the status of each unit member's transcript(s) and resume, and may require the unit member to provide updated transcript(s) and resume. The College will pay the cost associated with the unit member's procurement of an updated transcript(s) if such transcript(s) are not already on file with the College. If a unit member's transcript is unavailable for reasons beyond the control of the unit member, the unit member, the Association and the College will meet to discuss what alternatives, if any, to the transcript are available.

10.09 Courses that are offered through a contract with an entity outside the College shall not be subject to this article. Whenever a course or courses is or are available to be taught by a unit member through an outside entity, the College shall provide a list of courses with the expected salary range, title of the course and the sponsoring outside entity to the local chapter president or designee at the College, and post a notice on the designated bulletin board(s) for DCE unit members. In cases where the College receives notice of less than ten (10) days, the posting requirement may be waived. All unit members may indicate their interest to the Dean of DCE or designee in teaching one or more of these courses.

10.10 At the end of every session, each College shall forward to the Association President, or designee thereof, a list of all outside entity courses as defined in Article I, including those credit courses not taught by unit members. The list shall include the names of the faculty, the titles of the courses, names of the sponsoring outside entity, salary and credit for each course offered.

10.11 The provisions of paragraphs 10.02 through and including 10.07 shall not apply to unit members teaching one student in a directed/independent study.

10.12 Tentative assignments will not be based on a willingness to teach the course under enrolled.

10.13 If a faculty member eligible for reappointment under Article 10.02 has taught more than one course in the fall and spring semester for a minimum of five (5) consecutive years at a Community College, he or she may anticipate continuing to receive a tentative appointment and assignment of a second course for the next semester at that College, subject to the needs of the College; provided that if the College seeks, for reasons other than low enrollment to appoint or assign only one course to such faculty member, the College shall provide advance notice as may be practical; provided further that any determination to assign only one course shall remain within the College's sole discretion and shall not be subject to the grievance process.

10.14 The parties agree that no employee who hires and/or fires and/or conducts classroom evaluation(s) and/or completes comprehensive evaluation(s) during any continuing education session shall be eligible to teach a course in the Division of Continuing Education during that session unless all eligible faculty, as determined by Articles 10.02

and 10.03 in the work area shall have been offered the opportunity to teach. For purposes of this provision only, “opportunity to teach" means being offered a course which the College has determined will run. Tentative appointments offered to such employees shall be made by an administrator other than such employee.

ARTICLE XI – Evaluation

11.01 Evaluation Objectives

The evaluation of unit members is directed to the following objectives:

A. assessment of the professional performance of the unit member;
B. improvement of performance and quality of instruction; and,
C. to provide one of the factors which may be considered in making subsequent appointments.

11.02 Student Evaluation

A. All unit members shall be subject to student evaluations each semester in each course taught.
B. The President of the College, or designee thereof, shall be responsible for determining the administration of the student evaluation process.
C. Where feasible in the discretion of the President of the College, the student evaluation process will be conducted electronically via the College’s designated learning management system platform or via a link that the college administration shall distribute to students. Where student evaluation links are utilized by a College, the college administration shall distribute the link to students.
D. Where circumstances dictate in the discretion of the College, paper evaluation may be conducted. Should paper evaluations be used for a particular course, student evaluation packets for each class containing instruments and instructions shall be distributed to each unit member during the second or third to the last week of the class.
E. It is expressly agreed that the unit member being evaluated shall not be present when the student evaluation is being administered or taken, whether electronically or in paper format, and that all instruction to students with regard to such student evaluation shall be included on the evaluation instrument. The administering of the student evaluation shall be the responsibility of the President of the College, or designee thereof, who shall determine who shall administer such student evaluation.
F. The raw data from the student evaluation shall be retained by the College for a minimum of one (1) year during which time the unit member shall have access thereto as practicable under the Colleges’ electronic evaluation tool.
G. The President of the College, or designee(s) thereof, shall review the tabulated data and forward an evaluation to the unit member. The current questions 20-22 are not tabulated with current questions 1-19 but are separately tabulated.
H. The unit member shall have seven (7) working days in which to respond to the evaluation.

11.03 Course Materials

A. The unit member shall forward to the President of the College, or designee thereof, no later than the end of the first (1st) week of classes in each session a course syllabus, which shall contain at a minimum all items listed in the "Checklist for Course Materials" appended hereto.
B. The President of the College, or designee thereof, shall review the syllabus. If items on the checklist are missing or if the evaluator has concerns about the syllabus, the faculty member will be advised in writing and will be given fourteen (14) calendar days to resubmit the syllabus/checklist with missing items to the evaluator and/or respond to the evaluator's concerns.
C. The President of the College or the President's designee shall return all hard copies of a syllabus to the faculty member by the end of the fifth (5^{th}) week of classes in a regular semester and the third week of classes for any shortened session and shall delete all electronic copies of the syllabus submitted by a faculty member.
D. Prior to receiving final payment for the session, the unit member will, if requested by the college, forward to the President of the College, or designee thereof, copies of all major exams. The College will maintain the confidentiality of these materials.

11.04 Classroom Observation

Classroom observations shall be conducted at least once for all unit members who have not met the threshold for reappointment as defined in Section 10.02 of Article10. Effective fall 2006 classroom observations shall be conducted on DCE form E3. Classroom observations may be conducted for any unit member, at the discretion of the President of the College, or designee thereof, for stated written reasons. Results of said observation shall be communicated to the unit member in writing. The unit member shall be afforded the opportunity to discuss the classroom observation with the evaluator and to respond in writing.

11.05 Comprehensive Evaluation

The President of the College, or designee thereof, may review each unit member's performance, including student evaluations, classroom observation, if any, and all material in the personnel file, and forward a written evaluation to every unit member who has been so evaluated. The unit member shall be afforded the opportunity to respond in writing.

11.06 Courses that are offered through a contract with an entity outside the College shall not be subject to this article; provided, however, that if members of the general public have enrolled in such courses, the contractual student evaluation shall be administered as well as any other evaluation instrument or process requested by the outside entity.

11.07 Prior to becoming eligible for reappointment rights pursuant to Article 10.02, a unit member should be evaluated utilizing Forms DCE-E3 and DCE-E4; provided however, a determination by a College not to conduct a comprehensive evaluation shall not be grievable. The determination of the College not to conduct an evaluation utilizing Forms DCE-E3 and DCE-E4 shall not prevent a unit member from being eligible for reappointment rights.

ARTICLE XII – Dismissal

12.01 Dismissal is defined as the discharging of a unit member for just cause prior to the expiration of the appointment of said unit member and shall not be invoked except through due process.

12.02 A unit member whose dismissal is recommended by the appropriate College official shall be notified in writing of the reasons therefore.

12.03 The affected unit member shall be afforded a reasonable time to respond, in writing, to the aforementioned notice of impending dismissal.

ARTICLE XIII – Workload

13.01 Definition
Workload shall consist at a minimum of:

1. instruction in both traditional and non-traditional learning modes
2. instructional preparation;
3. using the learning management system designated by the College for the posting of the syllabus (DCE-E1-inclusive of checklist items). The College shall not access the course shell(s) of unit members maintained on the learning management system except in the event of the faculty member's incapacitation, extended non-responsiveness, or extended unavailability. The unit member shall retain all proprietary interests and rights under applicable law in the course shell materials posted by the unit member on the learning management system;
4. assessment of student performance including submission of final grades in a timely fashion;
5. an obligation on the part of the unit member to be available to students by appointment when mutually convenient;
6. not more than one faculty meeting per session. A College shall authorize in advance and in writing payment of $40 for additional required all-College, all-Department or all-Division meetings and required training; provided no payment shall be authorized for voluntary attendance at such meetings. This payment applies only to the above circumstances and explicitly excludes all other meetings and circumstances including, but not limited to, meetings with deans and other supervisors, meetings related to the preparation of class materials, meetings with students, meetings with colleagues, and/or any meetings pertaining to evaluations, performance, discipline and/or grievances. The above shall not apply to state mandated ethics on-line training and/or review of policies and/or procedures that are not part of a required training. A required training in excess of four (4) hours shall be compensated at $75. All notices of required or mandatory meetings or trainings posted or sent to unit members shall clearly indicate that attendance at the meeting or training is mandatory.

A unit member has full freedom in the selection of textbooks in accordance with Article VI, except:

a. In late hiring in which case the faculty will use the existing textbook unless the College approves a request to use an alternative textbook.
b. Where past practices provide for the selection of textbook by the department provided that DCE unit members have the right to participate at their initiative in the departmental selection of texts, where possible.

13.02 The College shall notify the unit member of tentative assignments within five (5) weeks prior to the beginning of classes where practicable.

13.03 Confirmation of course assignments shall be made with as much notice as practicable, and shall be followed up in writing in accordance with the provisions of Article X.

13.04 Classes shall be held as scheduled, including during finals week. In the event classes are cancelled due to inclement weather, other emergency, or recognized college holiday or whenever a regularly scheduled class is not held for whatever reason, the unit member will be responsible for completing the obligations of the employment contract and subject matter content in one of the following ways with the prior approval of the College:

1. schedule a meeting of the class on another day that is mutually agreeable to the unit member, the students and the College;
2. begin earlier and/or end class later for as many sessions required to compensate for the time missed;
3. assign a paper, project, or a self-directed learning experience which will require a time span equivalent to one class period;
4. by another method proposed by the unit member and approved by the appropriate dean.

Unit members are not required to make up cancelled classes if they have used their available accrued sick time in accordance with Article XVI (Sick Leave). If a unit member has cancelled class due to illness or health related matters and has been approved to exercise one of the options above to complete the obligations of the employment contract and subject matter content, sick leave shall not be deducted from the unit member's accrued sick leave balance.

Any class not held due to the absence of the unit member or dismissed early is generally unacceptable.

13.05 Class size for traditional didactic classes is limited to a maximum enrollment of thirty-two (32) students per course as of the end of the add/drop period except that English Composition, English as a Second Language, Introductory Foreign Languages, and remedial/ developmental courses are limited to twenty-two (22) students as of the end of the add/drop period. The President of the College, or designee thereof, has the right to

exceed these limits if the assistance of teacher aides is provided, in courses taught by more than one unit member at any time during the semester, in non-traditional/learning modes, or with the written consent of the unit member for each student over the maximum.

13.06 Courses that are offered through a contract with an entity outside the College shall not subject to this article.

13.07 Failure of a unit member to comply with these workload provisions may subject the unit member to progressive disciplinary action. Notwithstanding, the Employer retains the rights established pursuant to Article 12.01.

ARTICLE XIV – Salary

14.01 Beginning on the first payroll period of September 2020, compensation for all DCE Steps shall be increased by two and a half percent (2.5%):

Step 1 $1,160 per credit
Step 2 $1,241 per credit
Step 3 $1,334 per credit
Step 4 $1,401 per credit

Lab Ratio- The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective the first payroll period of September 2020
Step 1 $858
Step 2 $918
Step 3 $987
Step 4 $1,037

14.02 Effective September 1, 2021, the Salary Steps shall be amended as follows:

Step 1 $1,241 per credit
Step 2 $1,322 per credit
Step 3 $1,408 per credit
Step 4 $1,500 per credit

14.03 Beginning on the first payroll period of September 2021, compensation for all DCE Steps shall be increased by two percent (2%):

Step 1 $1,266 per credit
Step 2 $1,348 per credit
Step 3 $1,436 per credit
Step 4 $1,530 per credit

Lab Ratio- The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective the first payroll period of September 2021

Step 1 $937
Step 2 $998
Step 3 $1,063
Step 4 $1,132

14.04 Beginning on first payroll period of September 2022, compensation for all DCE Steps shall be increased by two percent (2.0%):

Step 1 $1, 291 per credit
Step 2 $1,375 per credit
Step 3 $1,465 per credit
Step 4 $1,561 per credit

Lab Ratio- The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective the first payroll period of September 2022
Step 1 $955
Step 2 $1,018
Step 3 $1,084
Step 4 $1,155

14.05 The salary schedule set forth in 14.01-14.04 shall be implemented in accord with the following guidelines:

A. A new faculty member would normally be employed at Step 1, but may, at the discretion of the President or designee, be placed at Step 2 or Step 3 on the above schedule based upon degrees, experience, and qualifications.

B. A unit member shall advance from Step I to Step 2, or from Step 2 to Step 3 if hired at Step 2, upon teaching a sixth (6th) course in the Division of Continuing Education at the College. This step advancement will occur even if the sixth course is taught concurrently with the fifth course. A unit member may be paid at multiple steps in the same semester.
C. A unit member shall advance from Step 2 to Step 3 upon teaching an eleventh (11th) course in the Division of Continuing Education at the College. This step advancement will occur for the eleventh course even if the eleventh course is taught concurrently with the tenth course. A unit member may be paid at multiple steps in the same semester.
D A unit member who has at least eight years of seniority in the Division of Continuing Education at the College shall advance to Step 4 in the salary schedule.
E. The implementation of this schedule shall not reduce the compensation of any unit member.
F. Effective commencing with Fall 2015 semester course assignments, a unit member teaching at more than one Community College may, for salary purposes only, request that his or her salary step include courses and years taught at such other community colleges; any such request provides authorization for such community colleges to disclose all College records pertaining to such unit member. Upon confirmation of the courses and years previously taught, the member's salary shall be calculated accordingly. Except for salary purposes, this article shall not alter individual college's seniority lists and seniority is not transferred from one community college to another. This provision does not apply to a DCE faculty member with more than a two (2) year break in service in the Community College system.

14.06 Unit members compensated on an hourly basis shall receive the following increases:

Beginning on the first payroll of September 2020- two and a half (2.5%) percent
Beginning on the first payroll of September2021- two (2%) percent
Beginning on the first payroll of September 2022- two (2%) percent

14.07 In the event a College wishes to run a course that is by its definition under enrolled, the College may offer the faculty member reduced compensation to teach that course, which the faculty member may accept or decline. If the faculty member declines the offer to teach the under enrolled course at reduced compensation, there shall be no break in previously accrued seniority or credit towards eligibility for reappointment and the College may appoint another faculty member to teach the course. The reduced compensation shall be computed on a per capita basis.

14.08 Course enrollment shall be determined after the second class meeting or after the second week in which that class meets, whichever is later.

14.09 It is understood and recognized by the parties that there are special or technical courses in certain disciplines where the College does not or cannot employ in DCE a qualified individual at the salaries outlined above, therefore, the parties agree that the President of the College, or designee thereof, shall have sole discretion to determine when to exercise

this option. It is further agreed that these instances shall be the exception rather than the rule.

14.10 Courses that are offered through a contract with an entity outside the College shall not be subject to this article; provided, however, that if a unit member is not compensated according to the salary schedule the unit member shall not accrue seniority for that course.

14.11 The parties to this contract understand that HRCMS has incorporated unit members into its statewide payroll system effective with academic year 2009-2010.

14.12 The provisions of this article shall not apply to unit members teaching one student in a directed/independent study; unit members shall receive full student tuition as compensation for said directed/independent study.

14.13 Unit members who have submitted all required payroll and other documents to the College shall receive compensation for all hourly and/or stipend work within two (2) pay periods from the date submitted. For hourly or stipend work performed by a unit member that is grant funded, this section shall be applicable to the extent allowed by the grant's terms and conditions.

14.14 A unit member who performs additional duties and responsibilities, assigned by the College President or designee, outside of those duties and responsibilities contained in Article XIII, shall be eligible for additional compensation at the hourly rate of $35 during the duration of this agreement. It is expressly understood that the additional duties and responsibilities eligible for this compensation shall not include those related to instruction, instructional preparation, assessing student performance (including the issuing and resolution of incompletes after the course deadline and responding to grade appeals), availability to students by appointment when mutually convenient, voluntary activities such as voluntary student advisement and voluntary attendance at College functions/events, or the requirement of one faculty meeting per session.

14.15 The Union acknowledges that the one-half percent (0.5%) increase already included in Section 14.01 above fully satisfies any and all obligations that the BHE has or may have to it or its unit members pertaining to the Massachusetts Paid Family Medical Leave (PFML) contributions. Specifically, the Union hereby relinquishes all claims, grievances and charges including, but not limited to, the unfair labor practice charge filed in November 12, 2019, Docket No: SUP19-7688 and the resulting Complaint of Prohibited Practice as it pertains to the DCE bargaining unit whether pending or to be brought, regarding the BHE's obligation to bargain over the amount of PFML contributions paid by unit members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October, 2019 or to be paid by its unit members at the maximum allowable contribution rate determined by the Department of Paid Family and Medical Leave.

The parties shall enter into a separate settlement agreement acknowledging that the

payment of the one-half (0.5%) percent increase included in Section 14.01 above in exchange for the Union's waiver of its right to assert and relinquish any and all claims regarding the BHE's obligation with respect to the amount of PFML contributions to be paid by unit members.

ARTICLE XV – Tuition Waiver

15.01 Two (2) weeks before the start of a semester, an eligible unit member or their spouse and/or dependent child/children, including any adopted or stepchild or children of the unit member, who has not already enrolled in such course, may enroll in any open and available credit course(s) at the community college without any payment of any tuition and at a fifty (50%) discount of the College's general course fees except that no unit member's dependent child beyond the age of twenty-five (25) shall be eligible for tuition waiver benefits. No more than four (4) credits per semester may be approved for the tuition waiver provided by this Article. Any additional fees specific to applicable courses shall not be waived or discounted. Eligible unit members, their spouse or dependent children are responsible for all other educational costs including books and supplies.

For the purposes of this section, the term "eligible unit member" shall mean any unit member who has taught at that specific Community College for at least the past six (6) continuous fiscal years, has accrued seniority rights under Article 10.02 and who is an active employee currently teaching at their College at the time they or their spouse or child/children seek a tuition waiver under this section. Any unit member who ceases active employment with the College shall not be considered eligible. The term "semester" shall mean the Fall semester and the Spring semester (including winter session).

Tuition Waivers/remissions are not transferrable.

An eligible unit member, their spouse or dependent children must meet all admission standards for a desired course. Admission to any course is on a space available basis. Each College reserves the right to cancel any course in which a minimum number of full-tuition paying students, as determined by the College in its sole discretion, have not enrolled.

In the case of a spouse or dependent child of an eligible unit member of a College who resigns or ends active employment with the College, such spouse or dependent child who has begun a course prior to the unit member's resignation or end of active employment may complete the course.

The College's President or his/her designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this Article. No dispute or claim of benefits under this Article shall be the subject of a grievance or arbitration procedure.

Article XVI – Sick Leave

In addition to previously accrued statutory sick leave, effective the first semester after ratification of this collective bargaining agreement, the following shall apply to unit members:

16.01 DCE faculty unit members shall be entitled to sick leave accrual as follows:

A. Courses taught by credit
DCE faculty unit members who teach courses by the credit shall accumulate sick leave at the rate of 1.928 sick leave hours per credit taught at the College per semester. For example, a member who teachers a three-credit course would accumulate 5.784 (1.928 x 3) hours of sick leave per semester.

The semester's anticipated complement of credit-based sick leave per semester shall be made available at the beginning of each semester. Unit members shall be provided at the time of the first full pay period of each semester their total per credit and/or hourly accrual of sick leave.

B. DCE hourly appointments
Any DCE hourly work that is not credit based shall accumulate sick leave at the rate of 0.05 hours of sick leave per hour of employment.

C. DCE lab courses
For courses with different credits for class portion and lab hours or separate lab courses with no class component:

1. Laboratory class hours: sick leave shall accrue at the 1.928 hours per credit rate for the class component.

2. Lab component: sick leave for the lab component shall accrue at the hourly rate of 0.067 hours of sick leave per hour of lab portion.

D. Sick leave not used in any academic year may be accumulated but no unit member may accumulate more than 65 hours of sick leave or limit set by statute, whichever is greater.

16.02 Use of Sick Leave Rates

DCE faculty unit members shall be entitled to use sick leave:

A. For the purposes of use of sick leave for didactic classes and the class portion of a lab course, unit members shall be deemed to work three (3) hours for each classroom hour.

B. For the purposes of use of sick leave for DCE hourly appointments, unit members shall be deemed to work one (1) hour for each hour worked.

C. For the purposes of sick leave for lab component hourly work, unit members shall be deemed to work one (1) hour for each scheduled lab hour.

16.03 Use of Sick Leave

Sick leave shall be granted under the following conditions:

A. When a unit member cannot perform that unit member's duties because that member is incapacitated by personal illness or injury.

B. When, through exposure to contagious disease, the presence of the person at the individual's post would jeopardize the health of others.

C. In case of serious illness of a spouse, child, parent of either spouse or any person living in the immediate household of a unit member subject to these rules, that person may be granted sick leave with pay not to exceed fifty-two and one-half (52.5) hours within the academic year.

D. Notification of absences shall be given as early as possible on the first (1st) day of absence. If such notification is not made, such absence may, at the discretion of the College President or the President's designee, be applied to absence without pay. For any period of absence on account of sickness, the College President or President's designee may require a physician's note or other documentation proving the necessity of the leave if a unit member is absent at least three (3) consecutive scheduled work days, or if the College has reason to believe that sick leave is being abused**.** If such documentation is not provided to the College by the unit member within seven (7) calendar days after such a request, the absence(s) may be applied, in the discretion of the College President or President's designee, to absence without pay.

16.04 Certification and Notification of Sick Leave Status

A. Unless otherwise provided on a regular basis by HR/CMS, the President of the College or the President's designee shall notify every unit member on or before September 15 of each year of the number of sick leave hours accumulated to that unit member's credit as of the end of the first full pay period of the academic year.

B. Unit members with reappointment rights may elect to be paid twenty percent (20%) of the value of their unused accrued sick leave upon their resignation of appointment up to a maximum of 65 hours at the end of their appointment. Any unit member who makes such an election to receive the value of unused accrued sick leave shall be deemed to have voluntarily and irrevocably resigned from said College and shall relinquish any and all reappointment or reinstatement rights as well as seniority rights at said College.

For the purposes of this section, the twenty percent (20%) payment up to a maximum of 65 hours shall be calculated as follows:

Member's Hourly Rate x Sick Leave Balance x (.20) = Payout Amount

For purposes of this section, the hourly rate shall be calculated by dividing the unit member's latest per credit rate by 45.

Unit members compensated on an hourly rate (e.g. clinical) shall have their 20% payment calculated using their most recent rate.

C. Upon the death of a unit member an amount equal to twenty percent (20%) of the value of that unit member's unused accrued sick leave up to the 65-hour limit shall be paid to that unit member's estate.

For purposes of this section, the 20% payment shall be calculated using the manner prescribed in Art. 16.04.B.

D. Whenever, because of prolonged illness of the unit member, and the accumulated sick leave of a unit member is expended, the unit member may request from the College an extension of sick leave benefits not to exceed 75 hours. Any such extension shall be at the sole discretion of the College and based on satisfactory medical documentation. Any decision of the College concerning a unit member's request for an extension of sick leave shall not be subject to the grievance process. During an extension of sick leave, a unit member shall not accrue additional sick leave.

16.05 Reinstatement

Unit members who are reinstated shall be credited with sick leave credits as have accrued at the termination of their previous service. No credit for previous service may be allowed where reinstatement occurs after an absence of two (2) consecutive fiscal years or more from the last date of their previous service unless approval of the Employer is secured for any of the following reasons:

A. Illness of such person and not because of illness of that person's immediate family;

B. Dismissal through no fault or delinquency attributable to such person; or

C. Injury while in the service of the Commonwealth in the line of that person's duties for which such person would be entitled to receive Workers' Compensation benefits.

Article XVII – Domestic Violence Leave

The parties agree to comply with the Massachusetts Domestic Violence Leave Act of 2014 as the same may be amended. The parties recognize and agree that should the Domestic Leave Act of

2014 be amended or repealed in whole or in part by any Act of the General Court and signed by the Governor, then the following provisions shall be amended or repealed, in whole or in part, in accordance with the Act passed by the General Court and signed by the Governor.

17.01 Definitions

For the purposes of this section the terms below shall have the following meanings:

A. "Abuse" – (i) attempting to cause or causing physical harm; (ii) placing another in fear of imminent serious physical harm; (iii) causing another to engage involuntarily in sexual relations by force, threat, or duress or engaging or threatening to engage in sexual activity with a dependent child; (iv) engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; (v) depriving another of medical care, housing, food or other necessities of life; or (vi) restraining the liberty of another.

B. "Abusive behavior" – (i) any behavior constituting domestic violence; (ii) stalking in violation of applicable state law; (iii) sexual assault as prohibited by state law; and (iv) kidnapping.

C. "Domestic violence" – abuse against a unit member or the unit member's family member by (i) a current or former spouse of the unit member or the unit member's family member; (ii) a person with whom the unit member or the unit member's family member shares a child in common; (iii) a person who is cohabitating with or has cohabitated with the unit member or the unit member's family member; (iv) a person who is related by blood or marriage to the unit member; or (v) a person with whom the unit member or unit member's family member has or had a dating or engagement relationship.

D. "Family member" – (i) persons who are married to one another; (ii) persons in a substantive dating or engagement relationship, (iii) persons having a child in common regardless of whether they have ever married or resided together; (iv) a parent, stepparent, child, step-child, sibling, grandparent or grandchild; or (v) persons in a guardianship relationship.

17.02 Notice to Employer

A. Except in cases of imminent danger to the health or safety of the unit member, a unit member must give the College appropriate advance notice of their leave from work.

B. In cases of imminent danger to the health or safety of the unit member or the unit member's family member, a unit member shall not be required to provide advance notice of their domestic violence leave. However, the unit member must notify the College within three (3) work days that they have taken or are taking Domestic Violence leave. Such notice may be communicated to the College by the unit member, a family member of the unit member, the unit member's counselor, a clergy

person, shelter worker, health care worker, legal advocate or any other professional who has assisted the unit member in addressing the effects of the abusive behavior on the unit member or unit member's Family member.

C. If an unscheduled absence from work of an unit member occurs as a result of abusive behavior towards the unit member or unit member's family member, the College shall not take any negative action towards the unit member if the unit member, within thirty (30) days from the unauthorized absence from work (or within thirty (30) days from the last unauthorized absence from work in the instance of consecutive days of unauthorized absences), provides the College with any of the types of documentation set forth in Subsection A.

17.03 Leave

A. Unit members shall be allowed to take Domestic Violence leave in any twelve (12) month period if:
   1. the unit member or the unit member's family member is a victim of abusive behavior;
   2. the unit member is using the leave from work to obtain medical attention, counseling, victim services or legal assistance; secure housing; to obtain a protective order from the courts; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; attend child custody proceedings or address other issues directly related to the abusive behavior against the unit member or unit member's family member; and,
   3. the unit member is not the perpetrator of the abusive behavior against such unit member's family member.

B. Unit members qualifying for leave under Subsection 3.A above shall be allowed to use the following unpaid leave:
   1. Fifteen (15) days of unpaid domestic violence leave in a twelve-month period.
   2. Additional unpaid leave of up to six (6) months may be granted at the discretion of the President or the President's designee.

17.04. Documentation to Employer for Domestic Violence Leave

A. The College may require unit members to provide documentation evidencing that the unit member or the unit member's family member has been the victim of abusive behavior and that the leave taken by the unit member is consistent with the purposes of the Domestic Policy leave. Within a reasonable period after receiving the request for this documentation, unit members shall provide the College any one of the following documents:
   1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the unit member or unit member's family member.

2. A document under the letterhead of the court, provider or public agency which the unit member attended for the purposes of acquiring assistance as it relates to abusive behavior against the unit member or unit member's family member.
3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the unit member or the unit member's family member.
4. Documentation that the perpetrator of the abusive behavior against the unit member or unit member's family member has admitted to sufficient facts to support a finding of guilt of abusive behavior, or has been convicted of (or adjudicated a juvenile delinquent) by reason of any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the unit member's leave under this policy.
5. Medical documentation of treatment as a result of the abusive behavior complained of by the unit member or unit member family member.
6. A sworn statement, signed under the pains and penalties of perjury, provided by a counselor, social worker, health care worker, clergyperson, shelter worker, legal advocate or other professional who has assisted the unit member or unit member's family member in addressing the effects of the abusive behavior complained of by the unit member or unit member's family member.
7. A sworn statement, signed under the pains and penalties of perjury, from the unit member attesting that the unit member or unit member's family member has been a victim of abusive behavior.

B All documentation provided to the College by the unit member shall be maintained by the College in the unit member's personnel file but only for as long as required by the College to make a determination as to whether the unit member is eligible for leave under this policy.

C All information related to the unit member's domestic violence leave shall be kept confidential by the employer and shall not be disclosed, except to the extent that disclosure is:
1. Requested or consented to, in writing, by the unit member;
2. Ordered to be released by a court of competent jurisdiction;
3. Otherwise required by applicable federal or state law;
4. Required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the state attorney general;
5. Necessary to protect the safety of the unit member or others employed at the College's workplace

Article XVIII- Paid Family and Medical Leave

18.01 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. Effective the first day of this Agreement, Bargaining Unit members shall pay the statutorily prescribed maximum employee contribution rates, as amended annually, of the medical leave and family leave portions of the PFMLA from their eligible wages (currently 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate).

18.02 As of January 1, 2021, eligible bargaining until members shall be entitled to take leave in accordance with Mass. G.L. c. 175M, as may be amended, and the applicable regulations promulgated thereunder.

18.03 Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (M.G.L. c. 149, § 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended.

ARTICLE XIX – Savings Clause

19.01 If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties. The Board and the Association acknowledge that during the negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable areas of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties.

In recognition of this fact the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement; provided, however, that nothing in this Article shall prohibit the parties from conducting negotiations during the term of this Agreement regarding the impact on terms and conditions of the Board or its successor to close any College or to merge any College with another educational institutional to consolidate, discontinue, or transfer existing functions, educational activities and programs.

The provisions of this Article notwithstanding, the parties may by mutual agreement upon the request of one (1) or both patties reopen negotiations on the provisions of this Agreement no more than six (6) months prior to the expiration date provided in Article XX.

ARTICLE XX – Duration

This Agreement shall be in full force and effect from September 1, 2020, through August 31, 2023.

SIGNATURE PAGE

For the Massachusetts Board of Higher Education and Massachusetts Community Colleges:	For the Massachusetts Community College Council/Massachusetts Teachers Association, National Education Association:
Carlos Santiago Commissioner of Higher Education Date: 6/14/2022	Claudine Barnes, President Massachusetts Community College Council Date: July 4, 2022
David Podell, Chair, Council of Presidents President, Massachusetts Bay Community College Date: 6/23/22	DeAnna Putnam, Chairperson Massachusetts Community College Council DCE Negotiations Team Date: 7/11/22
/S/ Michael J. Murray Michael J. Murray Director of Employee and Labor Relations Board of Higher Education Date: June 2, 2022	Bret Seferian, Spokesperson and Field Rep Massachusetts Teachers Association Date: 7/10/22

Memorandum of Agreement
Article XVI - Day Contract

Amend Article 16.02 as follows:

16.02 Vacancies as defined shall be filled by unit members within the College at which the vacancy occurs when in the professional judgment of the President of the College, or designee thereof, such unit members are the best qualified applicants. If the President of the College, or designee thereof, determines that two (2) or more applicants are equally best qualified, priority of consideration shall be given in the following order:

5. To the DCE unit member who has taught at least five (5) courses over three (3) consecutive fiscal years in the Division of Continuing Education at the College where the vacancy occurs.

For the Council:

/s/Henry Stewart
Henry Stewart, Chief Negotiator
Massachusetts Regional Community Colleges

Date: May 16, 1996

For the MCCC:

/s/James Bradley
James Bradley, Bargaining Chair
Massachusetts Community College Council/MTA/NEA

Date: April 5, 1996

Memorandum of Agreement
Payment for Under-Enrolled Courses

Consistent with the Memorandum of Agreement executed May 17, 2007, the parties hereby agree to the following:

Consistent with the language of Article 14.06, the parties agree as follows regarding compensation for faculty teaching under-enrolled courses which the College chooses to run and pay reduced compensation on a per capita basis.

1. Compensation should be calculated on a per student /per credit basis according to the following schedule up to but not exceeding full salary:

Per credit/per student	Step I	Step II	Step III	Step IV
9/1/2020	$96.66	$103.46	$111.23	$116.80
9/1/2021	$105.53	$112.38	$119.69	$127.47
9/1/2022	$107.64	$114.63	$122.08	$130.02

2. Compensation for lab hours shall be calculated at .74 of the per credit salary step schedule per Article 14.01

Per credit/per student	Step I	Step II	Step III	Step IV
9/1/2020	$71.53	$76.56	$82.31	$86.43
9/1/2021	$78.09	$83.16	$88.57	$94.33
9/1/2022	$79.65	$84.83	$90.34	$96.21

3. Going forward each per capita/per credit step rate will be adjusted consistent with compensation scheduled increases in the DCE collective bargaining agreement and with future increases which may be negotiated in successor agreements.

4. The parties recognize that each College has the authority to determine whether a course will be offered or run. This compensation schedule is not intended to impinge on that authority.

For the Employer: For the MCCC:

Date _____ Date _____

Memorandum of Agreement
Distance Education Agreement

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between the Board of Higher Education (hereinafter the Employer) and the Massachusetts Teachers Association/Massachusetts Community College Council (hereinafter the Association). It is the intention of the parties to address in this Agreement the ways in which distance education training and delivery impact the day and DCE MTA/MCCC bargaining units, and the way in which the collective bargaining agreements for each unit shall be interpreted as applied to distance education courses. All provisions of the respective collective bargaining agreements shall continue to be applicable consistent with their terms except as modified herein.

I. Statement of Intent

In recognition of the mutual interests of both parties in supporting the exploration of high quality, pedagogically sound distance education opportunities, the parties are committed to attracting interested faculty to pursue initiatives in distance education, training and professional development in this area, and to the utilization of appropriate technologies in delivering quality distance education.

The parties recognize that current technology allows methods of instruction different from traditional instruction-in-the-classroom and specifically allows delivery of instruction to learners who are not bound within the walls of a campus classroom. For the purposes of this Agreement, distance education is defined as instruction, education, and training conducted at sites separated by space or time, which may utilize technology to facilitate learning.

The purpose of distance education is to enrich and to increase the availability of the curriculum offerings of the Community Colleges. The parties recognize that the use of distance education is not intended to reduce or eliminate course offerings of the Colleges or to reduce or eliminate bargaining unit positions at the Colleges. The parties recognize that nothing in this agreement is in any way intended to alter or amend rights granted under M.G.L. c. 150E with regard to unit positions and unit work.

II. Participation by Faculty Members

Participation by faculty in distance education will be voluntary. The decision by a faculty member not to be involved with distance education will not be negatively evaluated.

III. Evaluation of Faculty Members

No evaluation for purposes of Article 11 (DCE) or Article 13 (Day) shall be performed on a distance education instructor for the first or second offering of a course in a new modality. The parties agree to continue negotiations on revision of the existing evaluative instruments in order to make them responsive to the new modes of instruction.

IV. Student Access to Faculty

All instructors of distance education courses are required to have an interaction plan with students on file with their Division Dean prior to the start of the semester. Instructors of distance education courses are required to provide students with contact information (office hours, if any, telephone number, mailing and/or E-mail address).

V. Class Size/Workload

Class size for the first two (2) course offerings in a particular mode shall be kept to a maximum of twenty-five (25), unless the instructor agrees to a larger class size. Once two (2) offerings in a particular mode have been accomplished by the instructor, the class size and its effect on the instructor's workload shall be governed by the provisions of the appropriate collective bargaining agreement. For purposes of this Agreement, class size is considered to be the aggregate number of students enrolled in a course.

VI. Compensation

Day Division Course Assignment – distance education course assignments shall be compensated as a part of the regular workload and salary of a day division faculty or professional staff member.

DCE Course Assignment – distance education course assignments shall be compensated in accordance with the per credit rate in the DCE collective bargaining agreement.

Course Adaptation – Preparation of course materials has always been, and will continue to be, part of the contractual and professional responsibility of a faculty member assigned to teach. In recognition, however, of the potential for a labor-intensive effort which may be required to adapt a course to a distance education mode, including any training required to do so, those duties with regard to distance education courses shall either be incorporated into the regular workload of a day division faculty or professional staff member by either course reduction or reduction in non-instructional duties, or the payment of a stipend, or both. The form of compensation shall be at the option of the College.

Should the College offer a stipend for course adaptation and included training, without any workload reduction, the stipend will be no less than $500 per credit for the course being adapted to the new instructional mode; should the stipend be offered in combination with workload reduction, the stipend will be no less than $250 per credit.

VII. Distance Education Committee

There shall be established at each College a committee comprised of no more than three (3) representatives of management, and three (3) members of the MCCC Units (Day and DCE) at that College. This committee shall meet as necessary to discuss in advance distance education initiatives/ opportunities to be offered by the College subsequent to this Agreement. This committee shall have no authority to modify or to add to the terms of this Agreement, but rather,

shall serve as a vehicle to share information about campus distance education opportunities, system-wide distance education initiatives, and to provide the MCCC with an opportunity for effective input into those local opportunities and initiatives, including the process for selection of unit members for training opportunities. In no event shall the process for and/or the selection of unit members for training opportunities be arbitrary, capricious or unreasonable. The committee shall be provided at the end of each semester a list of all unit and non-unit employees who have participated in distance education training or course delivery at the College together with the amount of compensation of any form received for each course.

VIII. Intellectual Property Rights

Ownership – Faculty, professional staff members, and the Colleges shall retain the same proprietary interests and rights over course materials for distance education courses as they have under the applicable state and federal law.

College Use – Payment for course adaptation (whether in the form of workload reduction, stipend, or a combination thereof) shall entitle the College to the continued use of the course and all course materials as developed/adapted in the event the unit member is offered the opportunity to, and does not agree to, teach the course as adapted for a minimum of two (2) times. If the unit member decides after teaching the course two (2) times that he/she does not wish to continue to do so, and the College chooses to continue to offer that distance education course through other faculty, the College shall pay to the originating unit member a stipend in the amount of $500. The payment of this stipend shall entitle the College to the use of the course and all of the course materials for a period of three years. At the option of the College, the stipend may be renewed for subsequent three (3) year periods.

Commercial Use – If the course or course materials developed by a faculty member for a distance education course for which the faculty or professional staff member has received compensation for adaptation achieves commercial value, the net proceeds (minus the costs of marketing, commercialization, legal fees or other costs associated therewith) shall be divided between the College and the developer(s) of that property, with the College retaining 50% and the developer(s) retaining 50% unless the College and the developer(s) have negotiated otherwise.

IX. Savings Clause

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, or shall impede or prohibit the accreditation of the College by appropriate agencies, such provisions shall be considered null and void, and shall be subject to renegotiation by the parties.

X. State-wide Implementation Committee

A state-wide implementation committee shall be established by the parties for the purposes of discussion pursuant to Article ill of this Agreement (Evaluation of Faculty) and to address specifically the Higher Education Collaborative Distance Learning Honors Course Project and any other distance education programs now in progress. This committee shall have the authority to

modify or add to the terms of this Agreement as necessary for the continued implementation of those distance education programs. The committee shall be composed of three (3) members appointed by the Association and three (3) members appointed by the Employer. The committee shall meet no later than October 1, 1998, and shall meet at least once per semester thereafter upon reasonable notice of either party.

XI. Duration

This Agreement shall be effective beginning with the fall semester, 1998. It shall continue in force and effect until modified by the terms of either the day or DCE collective bargaining agreements. The parties to this Agreement recognize that technology is advancing rapidly, and that the system's current experience with various forms of distance education is limited. Therefore, the parties agree to reopen negotiations on the terms of this Agreement upon the request of either party after June 30, 2000.

September 28, 1998

James Bradley
Northern Essex Community College
Richard Doud
Middlesex Community College
Michelle Gallagher
Higher Education Consultant
Massachusetts Teachers Association
Team Spokesperson
Philip Mahler
Vice President
Massachusetts Community College Council
Team Chairperson
Joseph Rizzo
Grievance Coordinator, DCE
Massachusetts Community College Council
Assisted by
Dennis Fitzgerald
Grievance Coordinator, Day
Massachusetts Community College Council
Louise DeSantis Deutsch
Cape Cod Community College
Timothy Trask
Massasoit Community College
Vincent Yacovone
Springfield Technical Community College

September 15, 1998

Andrew M. Scibelli
President
Springfield Technical Community College
Chairperson, Council of Community College Presidents Bargaining Committee
Cynthia S. Denehy, Esq.
Labor Counsel
Office of the Community College Counsel
Assisted by
Joseph Masterson
Vice President of Education and Technology
North Shore Community College
David Sarrette
Dean, Continuing Education
Springfield Technical Community College
Chairman Sperling
Provost and Dean of Faculty
Middlesex Community College
Ed Terceiro, Jr.
Executive Vice President
Mt. Wachusett Community College

MEMORANDUM OF AGREEMENT
Distance Education Evaluation - Process and Forms

This Agreement is entered into between the Board of Higher Education and the Massachusetts Community College Council/MTA/NEA, Day and Division of Continuing Education units, in accordance with paragraph Ill of the Memorandum of Agreement between the parties dated September 28, 1998, and shall be considered an addendum to that Agreement, applicable to all distance education courses as defined under that Agreement. The parties agree that the collective bargaining agreements applicable to the Day Division and the Division of Continuing Education shall continue to apply to faculty in those respective units, and that, except as herein modified, all existing rights and benefits in those agreements shall remain in full force and effect and applicable to faculty in the Day Division and the Division of Continuing Education.

The parties agree as follows:

1. The Checklist for Course Materials attached hereto (Form DE-1) shall be used for all distance education courses. The information contained on that form shall be available to students online for any course which is offered online, and will be available to the College prior to publication of the course offering. In accordance with that Checklist and paragraph IV of the September 28, 1998, Memorandum of Agreement, faculty shall submit a Distance Education Course Interaction Plan, attached hereto (form DE-2).

2. Distance Education Evaluation of Instructor forms (Form DE-3 attached hereto) shall be distributed to students upon completion of approximately 80% of the course to be evaluated, or at the time of the issuance of the final grade roster, whichever is later. The College shall accept no evaluation instrument once grades have been distributed to students.

3. The Colleges shall tabulate the results of the evaluation instrument questions in accordance with their current practices except that the scores for questions 20, 21, 22, and 23 shall be separately tabulated and shall not be included in the overall faculty evaluation score.

4. Instructional observation for asynchronous courses shall utilize the attached form (Form DE-4), and the process for that observation shall be determined by the College after consultation with the instructor in a preconference. In the event that a distance education course is synchronous, the classroom observation shall be conducted in accordance with the day unit agreement. Frequency of observation of faculty shall be governed by the applicable collective bargaining agreement.

For the Employer:	For the Union
Cynthia S. Denehy 3-9-01 Community College Counsel	Joseph Rizzo, Chair 3-9-01 Mass. Community College Council
James R. Brown 3-9-01 Community College Counsel	Michelle A. Gallagher, Spokesperson 3-9-01 MTA Consultant

Form DE-1

DISTANCE EDUCATION COURSE/INSTRUCTIONAL MATERIALS
CHECKLIST FOR COURSE MATERIALS

Faculty Member: _____

Year and Semester: _____

Course Title and Section: _____

____ 1. Instructor's Name

____ 2. Course Title/Number

____ 3. General course description (according to College catalogue)

____ 4. All required texts, paperbacks, software, software capacity, specific handout including information on publisher, edition, version etc.

____ 5. Course topics and/or assignments and/or required and/or supplemental reading

____ 6. Teaching procedures (briefly describe)

____ 7. Instructional Objectives (list)

____ 8. Basis for student grading

____ 9. Procedure (criteria) for evaluating student performance

____ 10. Tentative test schedule/assignment(s) schedule

____ 11. Instruction Plan

If any of the above are missing or if the evaluator has concerns, the unit member will be notified and given an opportunity to submit the missing materials and respond within fourteen (14) calendar days.

Evaluator's Signature/Date: _____

Form DE-2

Distance Education Course
Interaction Plan

This form is to be completed by the faculty of record. Students enrolled in this distance education course shall receive a copy of this completed form.

Course Title:_____ Faculty: _____

Telephone Number: _____ Office Hours: _____
(if any)

Mailing and/or Email
Address: _____

_____

☐ Asynchronous Course ☐ Synchronous Course

Asynchronous: This form of distance education is characterized by an emphasis on "learning on demand" or "as needed communication" between students and faculty from multiple locations at times convenient to participants.

Synchronous: This form of distance education entails the use of live, two-way communication among and/or between students and faculty in a scheduled or "fixed" point(s) of time(s), much like classroom-based instruction.

This course may include, but not be restricted to, the following interactions:

	YES	NO
1. in person meetings	☐	☐
2. telephone interactions	☐	☐
3. electronic interactions (email, internet …)	☐	☐

If yes, dates, times, places are to be specified.

Students are required to engage in the following interaction(s) for successful completion of this course:

_____

_____

_____

_____

_____

_____

_____

Form DE-3

DISTANCE EDUCATION
EVALUATION OF INSTRUCTOR

Course Number: _____

Instructor: _____

Scale:
5 - Excellent
4 - Very Good
3 - Fair
2 - Poor
1 - Unsatisfactory

Please read first: The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and then indicate your rating by placing a check mark under the response you have chosen.

		5	4	3	2	1	N/A
1.	How well did the course meet the published course description?	___	___	___	___	___	___
2.	How well were the instructional objectives of the course explained?	___	___	___	___	___	___
3.	To what extent were the instructional objectives accomplished?	___	___	___	___	___	___
4.	How well was the course organized?	___	___	___	___	___	___
5.	How well prepared was the instructor?	___	___	___	___	___	___
6.	How effectively did the instructor use the technologies in this course?	___	___	___	___	___	___
7.	How well do you think the instructor had a grasp of his/her subject matter and related fields?	___	___	___	___	___	___
8.	To what extent did the instructor stimulate thinking or relate course concepts in a systematic manner?	___	___	___	___	___	___
9.	To what degree did the instructor provide an opportunity for student questions?	___	___	___	___	___	___
10.	How well did the instructor respond to student questions?	___	___	___	___	___	___
11.	How timely was the instructor's response to student questions?	___	___	___	___	___	___
12.	To what degree were students encouraged and given the opportunity to interact with other students?	___	___	___	___	___	___

Form DE-3 Page 2

		5	4	3	2	1	N/A
13.	To what degree were students encouraged and given the opportunity to interact with the instructor?	___	___	___	___	___	___
14.	To what degree did the instructor return assignments and tests in a timely fashion?	___	___	___	___	___	___
15.	How fair was the instructor's method of evaluation of student performance?	___	___	___	___	___	___
16.	How closely did the instructor's method of evaluating student performance conform with the course syllabus?	___	___	___	___	___	___
17.	To what extent did the instructor assist you with the course materials when help was requested?	___	___	___	___	___	___
18.	To what extent was the instructor available at scheduled times?	___	___	___	___	___	___
19.	How effective overall were the course materials?	___	___	___	___	___	___
20.	How well did the technology perform?	___	___	___	___	___	___
21.	How well prepared were you at the beginning of this class for the technology used in this course?	___	___	___	___	___	___
22.	How comfortable are you now with the technology used in this course?	___	___	___	___	___	___
23.	To what degree do you think the technology used in this course was effective in achieving the course objectives?	___	___	___	___	___	___

Would you take a distance education course from this instructor again?

Circle: Yes No

Comments (print legibly):

Sign: _____ Date: _____

Distance Education
Evaluation of Instructor

Form DE-4

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM
PROCESS FOR DISTANCE EDUCATION/INSTRUCTIONAL OBSERVATION
FOR ASYNCHRONOUS COURSES ONLY

Instructor: _____
Evaluator: _____ **Title:** _____
Campus: _____
Department: _____

Class to be observed:

Course:	Pre-Conference:
Date:	Date/Time:
Time:	Post-Conference:
Room:	Date/Time:

Describe the method of observation for addressing each of the questions below:

_____
_____
_____
_____
_____
_____

Initials of Observer: _____ Initials of Instructor: _____

1. Relationship of class content to instructional objectives of course:

2. Appropriateness of instructor's teaching methods to attainment of the stated instructional objectives:

3. Effectiveness of the instructor's teaching methods:

4. Instructor's ability to develop and maintain appropriate student interest:

5. Instructor's ability to organize and present course content and materials:

6. Instructor's ability to respond to student questions:

Evaluator's summary of instructional performance:
Faculty member's comments (if any):

I have read and received a copy of this evaluation:

_____	_____
Evaluator	**Faculty Member**
Date: _____	**Date:** _____

If this faculty member wishes to respond to this evaluation, he/she must do so within seven (7) days.

Form DCE-A

TEACHING AVAILABILITY FORM

TO: DCE Instructors
FROM:
SUBJECT: Teaching Availability

Please complete the form below to indicate your availability to teach in the _____ semester:

Day(s) of the Week	Times (A.M. and P.M.)
_____	_____
_____	_____
_____	_____
_____	_____

Please indicate those course(s) in your work area(s) that you are interested in teaching and would accept:

COURSE	SEC	COURSE TITLE
_____	____	_____
_____	____	_____
_____	____	_____
_____	____	_____

Please return this form by _____. If not returned by this date we will assume that you do not wish to teach this semester.

_____
Work Area(s)

_____ _____
Name (Please Print) Telephone Number

_____ _____
Signature Date

NOTE: This Memorandum does not constitute a guarantee or agreement that any particular course or time schedule will be offered or available.

Form DCE-E1

DIVISION OF CONTINUING EDUCATION
COURSE/INSTRUCTIONAL MATERIALS CHECKLIST FORM

Faculty Member: _____

Course Title and Section: _____

Year and Semester: _____

CHECKLIST FOR COURSE SYLLABUS

____ 1. Instructor's Name

____ 2. Course Title/Number

____ 3. General course description (according to College catalogue)

____ 4. All required texts and paperbacks, including information on publisher and edition used

____ 5. Course Topics and/or assignments and/or required and/or supplemental reading

____ 6. Teaching procedures (briefly describe)

____ 7. Student Learning Outcomes (list)

____ 8. Basis for student grading

____ 9. Procedure (criteria) for evaluating student performance

____ 10. Tentative Test Schedule/Assignment(s) Schedule

____ 11. Attendance Policy

Form DCE-E2 DIVISION OF CONTINUING EDUCATION -- EVALUATION OF INSTRUCTOR

Course Number:_____ Instructor: _____

Please read first: The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and fill in one circle per line using a No. 2 pencil.

	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor	0 Very Poor	N/A
1. How well did the course meet the published course description?	○	○	○	○	○	○	○
2. How well were the course goals explained?	○	○	○	○	○	○	○
3. To what extent did you learn what you were supposed to learn in this course?	○	○	○	○	○	○	○
4. How well organized was the course?	○	○	○	○	○	○	○
5. How well prepared was the instructor?	○	○	○	○	○	○	○
6. How well did the instructor explain the material?	○	○	○	○	○	○	○
7. How well did the instructor understand the course subject matter?	○	○	○	○	○	○	○
8. How well did the instructor's teaching help you learn?	○	○	○	○	○	○	○
9. How well did the instructor make you think about what you were learning?	○	○	○	○	○	○	○
10. How well did the instructor provide an opportunity for student questions?	○	○	○	○	○	○	○
11. How well did the instructor answer questions so that students could better understand the material?	○	○	○	○	○	○	○
12. How well were students given the opportunity to participate actively in class?	○	○	○	○	○	○	○
13. How well did the instructor return assignments and tests in a timely manner?	○	○	○	○	○	○	○
14. To what extent did the instructor grade fairly?	○	○	○	○	○	○	○
15. How well did the instructor help you when you asked for help?	○	○	○	○	○	○	○
16. How well did the instructor start and end class at the scheduled times?	○	○	○	○	○	○	○
17. How effective was the instructor?	○	○	○	○	○	○	○
18. How well did the textbook(s) help you learn?	○	○	○	○	○	○	○
19. How well did the extra course materials help you learn?	○	○	○	○	○	○	○
20. What do you think your grade for this course will be?	○ A	○ B	○ C	○ D	○ F	○ unsure	○ N/A
21. Approximately how many hours a week have you spent on this course?	○ 0-1	○ 2-5	○ 6-10	○ 11-15	○ 16-20	○ more than 20	
22. Would you take a course from this instructor again?	○ Yes	○ No	○ unsure				

Comments (print legibly)

Please provide any additional comments you may have regarding the instructor or the course. These comments will be used to help improve the course. Your instructor will not see the comments until after final grades have been submitted. You may use the back of the form for additional comments. Thank you.

_____

_____

Form DCE-E3

DIVISION OF CONTINUING EDUCATION
CLASSROOM OBSERVATION

Instructor's Name:
Evaluator's Name and Title:
Course Name and #:
College Campus:
Room:
Date:
Time:

Part One: *Assessment of instructor's teaching effectiveness* with regard to content mastery, content organization, methodology of delivery, relevancy of material to course being taught, and use of technology and other teaching aids if applicable.

Part Two: *Assessment of instructor's teaching effectiveness with regard to* the ability to provide clear feedback to student questions and the ability to motivate and stimulate student thought and discussion in the classroom.

Classroom Observation Overall Teaching Effectiveness:

Instructor Comments (if any):

Faculty Signature:
Date:

Evaluator Signature:
Date:

Form DCE-E4

DIVISION OF CONTINUING EDUCATION
COMPREHENSIVE EVALUATION

Unit Member: _____

Session/Year: _____

Course(s) Taught: _____

Evaluator: _____ Title: _____

Evaluator's Comments:

Unit Member's Comments (if any):

I have read and received a copy of these comments.

_____ _____
Evaluator Unit Member

Date: _____ Date: _____

Form DCE-G1

DIVISION OF CONTINUING EDUCATION
STEP ONE GRIEVANCE

For the Board: _____

Year: _____

Board No.: _____

TO: HUMAN RESOURCE OFFICE _____

GRIEVANT: _____

WORK AREA: _____

DATE(S) OF ALLEGED CONTRACT VIOLATION: _____

Statement of Grievance (State all known facts pertaining to the alleged breach on which the grievance is based. All evidence supporting your claim must be attached hereto. If additional space is needed, please attach additional pages, appropriately captioned.):

_____

Specific Contract Provisions Alleged to Have Been Violated:

_____

Remedy Requested:

_____ _____
Signature Date

_____

_____
Home Address (include zip code)

_____
Telephone

cc: President of the College
Joseph Rizzo, MCCC DCE Grievance Coordinator, Grievance-DCE@mccc-union.org
MTA Consultant for Higher Education, MCCC/MTA, mtaconsultant@mccc-union.org

N.B. This complaint must be filed within 30 days.

Form DCE-G2

DIVISION OF CONTINUING EDUCATION
ASSOCIATION EVIDENCE

For the Board: _____

Year: _____

Board No.: _____

1. List on this cover sheet all documentary evidence you intend to use to support your grievance.

2. Attach copies of all evidence to this sheet and identify each document with the number assigned below.

Description of Evidence
(Include Dates of Correspondence)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Form DCE-G3

DIVISION OF CONTINUING EDUCATION
MANAGEMENT EVIDENCE

For the Board: _____

Year: _____

Board No.: _____

1. List on this cover sheet all documentary evidence you intend to use to support your finding.

2. Attach copies of all evidence to this sheet and identify each document with the number assigned below.

Description of Evidence
(Include Dates of Correspondence)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Form DCE-G4

DIVISION OF CONTINUING EDUCATION
STEP ONE DECISION

For the Board: _____
Year: _____
Board No.: _____

GRIEVANT: _____
COLLEGE: _____

After reviewing the complaint and supporting evidence attached thereto and after meeting with the grievant for the purpose of resolving the grievance on _____, 20_____, I make the fallowing decision:

1. Statement of Facts:

2. Issue(s) presented by the grievant, including specific contract provisions alleged to have been breached:

3. Decision and Reason(s) for Decision:

4. Remedy offered, if appropriate:

_____ _____
President or Designee Date (must be issued within thirty (30) days after receipt of grievance)

cc: Joseph Rizzo, MCCC DCE Grievance Coordinator. Grievance-DCE@mccc-union.org
MTA Consultant for Higher Education, MCCC/MTA, mtaconsultant@mccc-union.org
President of the College
College Human Resources Office

N.B. You have the right to appeal this Decision to Step Two by filing an appeal on Form DCE-G5E within twenty (20) days after receipt of this decision.

Form DCE-G5E
(Unless otherwise agreed to by the parties, this form shall only be used for the six month period commencing upon the ratification of the parties current CBA) Note: This caveat is because management is doing a trial run of using email for communications.)

DIVISION OF CONTINUING EDUCATION
STEP TWO MEDIATION REQUEST

To be completed by the grievant and forwarded to the Office of the General Counsel for the Community Colleges within twenty (20) days after receipt of the Step One Decision (DCE-G4) or within fifty (50) days after the receipt by the President of the Step One Grievance Form (DCE-G1), whichever is sooner [see Art. 7.05(B)].

For the Board: _____
Year: _____
Board No.: _____

TO: Office of the General Counsel for the Community Colleges
MCCCDCEmediationrequest@middlesex.mass.edu

AND

Office of the General Counsel for the Community Colleges
c/o Middlesex Community College
591 Springs Road Building #2
Bedford, MA 01730

GRIEVANT: _____
GRIEVANT'S ADDRESS**:** _____
_____
INSERT COLLEGE NAME: _____
DATE OF DECISION OF PRESIDENT: _____
Please be advised that I am hereby submitting notice of my election to proceed to Step TWO, Mediation, of the grievance procedure.

REMEDY SEEKING:
_____
_____
_____

_____ _____
Signature Date

cc: Consultant for Higher Education, MCCC/MTA mtaconsultant@mccc-union.org
Joseph Rizzo, MCCC DCE Grievance Coordinator, Grievance-DCE@mccc-union.org
President of the College
College Human Resources Office

Form DCE-G6

DIVISION OF CONTINUING EDUCATION
MEDIATION DECLARATION

For the Board: _____

Year: _____

Board No.: _____

GRIEVANT: _____

COLLEGE: _____

DATE OF MEDIATION: _____

MEDIATOR: _____

This form is being completed by:

☐ Mediator

☐ College/Employer Representative

☐ Union/Grievant

RECOMMENDATION IN CONCLUSION: _____

_____

_____

_____

_____

_____

_____ _____
Signature Date

cc: Mediator
College/Employer
Union

Form DCE-G7

DIVISION OF CONTINUING EDUCATION
ARBITRATION APPROVAL REQUEST STEP THREE

To be completed by the grievant and forwarded to the DCE Grievance Coordinator within ten (10) days after conclusion of mediation and/or after receipt of the Mediation Declaration form (DCE-G6).

For the Board: _____

Year: _____

Board No.: _____

TO: Grievance-DCE@mccc-union.org
mtaconsultant@mccc-union.org

GRIEVANT: _____

GRIEVANT CONTACT INFORMATION
Personal email: _____

Personal phone: _____

Home mailing address: _____

COLLEGE: _____

DATE OF DECLARATION: _____

Please be advised that I am hereby submitting notice of my election to proceed to Step Three of the grievance procedure. I am requesting that my grievance be approved for an arbitration, by the MCCC/MTA grievance committee.

REMEDY SEEKING: _____

_____

_____

_____

_____

_____ _____
Signature Date

Appendix A: Principles Statement on Student Learning Outcomes and Assessment for DCE Unit Members

Fundamental to the mission of the Massachusetts' Community Colleges is a commitment to high quality education and the promotion of student success. One vehicle to promote these objectives is Student Learning Outcomes which may be produced and assessed to plan improvements to courses, programs, and institutional effectiveness.

As the administration and unit members at individual Community Colleges establish Student Learning Outcomes processes to support additional strategies for successful student learning, the parties affirm the following principles as essential to the professional rights and responsibilities of unit members as set forth in the parties' collective bargaining agreement and the governance structures of each college:

1. Academic Freedom is a long-held right in higher education and is defined in Article VI Academic Freedom & Responsibility of the parties' collective bargaining agreement. In acknowledging the core value of academic freedom, and that faculty have the subject matter expertise in their respective fields, the parties affirm that Student Learning Outcomes (SLOs) are faculty-driven, and the development, implementation, and assessment of Student Learning Outcomes (SLOs) require the systematic involvement of faculty.

2. A unit member is responsible for development of the SLOs, as well as methods, instruments, and standards of assessment for instructional courses and programs. Faculty shall have primary authority over any dissemination of the assessment data and results at the course section level. Artifacts related to SLOs will be confidential and disassociated from individual unit members.

3. The administration of each college shall support, fund, and in accordance with the terms of the collective bargaining agreement's Article 13.01.5 compensate required SLO training and professional development. The College shall not have a training session longer than 2 hours.

4. The college shall inform unit members of the college's current procedures for the development, implementation, and assessment of SLOs. New institutional procedures (those that affect more than one discipline) for the development, implementation, and assessment of SLOs will be established with the involvement of the unit members pursuant to each institution's governance procedures and with initial consultation with the representative of the MCCC Local Chapter. MCCC Chapter representatives shall be included in such procedures when they affect the terms and conditions of unit members' employment as defined in M.G.L. Chapter 150E and both parties retain any rights under Chapter 150E.

5. Unit members are currently evaluated pursuant to the processes outlined in Article XI of the collective bargaining agreement. Student learning outcomes and assessment are not in any way intended to measure the effectiveness of any individual faculty member of the

college community and will not be used to do so. Unit members shall not be evaluated on SLOs, including, but not limited to, the content of SLOs, students' achievement of SLOs, the results of SLO assessments, or the methods used to assess the SLOs.

6. Unit member rights, as established the by parties' collective bargaining agreement and applicable laws, will be maintained during the production, implementation and assessment of SLOs.