

MEMORANDUM OF AGREEMENT

TENTATIVE AGREEMENT FOR A COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2026
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
DIVISION OF GRADUATE AND CONTINUING EDUCATION/MSCA/MTA/NEA

This Memorandum of Agreement (“Memorandum”) is entered into by the Board of Higher Education (the “Board”) and the Massachusetts Teachers Association acting through the Massachusetts State College Association (the “Association”) and reflects the tentative agreement arrived at by the Board and the Association on January 27, 2025.

WHEREAS the Board and the Association are parties to a collective bargaining agreement for the period of January 1, 2021 through December 31, 2023 (the “Agreement”), which by its terms is in full force and effect;

WHEREAS the parties have conducted and concluded their negotiations for a three-year successor to the Agreement for the period of January 1, 2024 through December 31, 2026; and

WHEREAS the parties wish hereby to record and give effect to the results of their negotiations;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set down, the parties agree as follows:

1. All provisions of the Agreement for the period of January 1, 2021 through December 31, 2023 not amended or revised by this Memorandum shall remain in full force and effect from January 1, 2024 through December 31, 2026.
2. Changes in dates and nomenclature will be made as necessary to preserve the meaning of the January 1, 2021 through December 31, 2023 Agreement. Additional changes may be required in order to reconcile related provisions.
3. Amend Article I, Recognition, with the following changes:

Section G(8), Definitions:

8. Terminal Degree. “Terminal degree” shall mean the degree of Doctor of Philosophy (Ph.D.), the degree of Doctor of Education (Ed.D.), the degree of Doctor of Social Work (D.S.W.), the degree of Doctor of Nursing Science (D.N.S.), the degree of Doctor of Business Administration (D.B.A.), the degree of Doctor of Library Science (D.L.S.) or an equivalent doctoral degree, including the degree of Doctor of Library Science and Information Science (D.L.S.I.S.), accredited by the American Library Association, or such other doctoral degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with

reference to any specialized discipline or field of learning; provided, however, that a degree other than a doctorate may, at any University, be deemed to be a terminal degree for the purposes of this Agreement whenever the Board of Trustees of such University recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning, but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to teach within the scope of such profession or such field of learning.

Effective January 1, 2024, the degree of Master of Library Science (M.L.S.) or an equivalent Master's degree, including the degree of Master of Library and Information Science (M.L.I.S.), accredited by the American Library Association, shall be deemed to stand in lieu of a terminal degree when the bargaining unit member has earned not fewer than sixty (60) hours of graduate credit, including the hours of credit for which such degree was awarded, in an academic discipline appropriate to the individual's role as a professional librarian, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the discipline of library science.

Effective January 1, 2024, the degrees of Master of Business Administration (M.B.A.), Master of Fine Arts (M.F.A.) and of Master of Science in Nursing (M.S.N.), each with a total of at least sixty (60) graduate credits (including credits for the degree), shall be regarded as a terminal degree. For those faculty whose area of teaching is primarily in the creative and performing arts, the Master of Fine Arts (M.F.A.) with a total of at least forty-five (45) graduate credits (including credits for the degree) shall be regarded as a terminal degree. For degrees in Accounting only, a Master of Science with a total of at least sixty (60) graduate credits (including credits for the degree), shall be regarded as a terminal degree.

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

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

4. Amend Article II, Relationship Between the Board and the Association, with the following changes:

Section A(7), Fair Practices:

7. The parties agree that, **with the exception of Section A(8)**, no provision of this Section A shall be deemed to create, or to confer on any person, any right enforceable under the terms of this Agreement, it being the common and agreed understanding of the parties that the public policies to which they hereby pledge themselves are properly established and enforced through mechanisms other than those pursuant to which the terms of this Agreement have been entered into and pursuant to which they may be enforced.

Section A(8), Fair Practices:

8. The Universities will provide training to assist DGCE faculty members to recognize and avoid discriminatory conduct and to explain to them the employer's expectations concerning the prohibition of discriminatory behavior. The parties acknowledge that Federal and state law and regulations will require the institutions to compel the attendance of all employees at certain types of training. The Association will encourage unit members to attend and avail themselves of training opportunities.

In addition to the training that the universities compel attendance at as result of Federal and state law and regulations, the universities may require mandatory attendance at training for up to one hour of training every other year to further the objectives of this Article. The universities shall use progressive discipline for any matters of enforcement.

5. Amend Article III, Association Security, with the following changes:

Section (B):

Not later than 10 calendar days after the date of hire, the university shall provide the following contact information to MSCA in spreadsheet file format with each row having the following for each employee, provided such information is made available to the university:

- I. name
- II. job
- III. title
- IV. worksite location
- V. home address

- VI. work telephone numbers
- VII. home telephone numbers
- VIII. personal cellular telephone numbers
- IX. date of hire
- X. work email address
- XI. personal email address

6. Amend Article V, Use of University Facilities, with the following changes:

Section B(3), Facility Use and Services:

- 3. **For expenses incurred for travel that is required to conduct an in-person visit for the purpose of Teacher Education Practicum/Internship Supervision, the bargaining unit member shall be reimbursed according to the current IRS mileage rate, along with any costs for parking and tolls that have been incurred. The process/procedures of a unit member's respective department shall be followed for requesting such reimbursement.**

[renumber existing provisions 3-5 in Article V, Section B]

7. Amend Article VI, Appointment and Termination, with the following changes:

Section A, Eligibility for Appointment:

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

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

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

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

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

Demonstrated potential to fulfill the applicable evaluation criteria.

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

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

Visiting Senior Instructor I: A Master's Degree from an accredited institution in the academic or professional discipline to be taught.

Demonstrated potential to fulfill the applicable evaluation criteria.

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

Three (3) years of appropriate professional experience in the discipline to be taught, including two (2) years of college or university teaching in the discipline to be taught.

Visiting Senior Instructor II: A Master's Degree from an accredited institution in the academic or professional discipline to be taught.

Demonstrated potential to fulfill the applicable evaluation criteria.

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

Six (6) years of appropriate professional experience in the discipline to be taught, including four (4) years of college or university teaching in the discipline to be taught.

Two (2) evaluations conducted under the terms of this contract and meeting professional quality. The rank of Senior Instructor II shall be compensated at a rate equal to the per semester hour of instruction rate of a Visiting Assistant Professor.

Effective upon the commencement of the spring instructional period of 2026:

Visiting Senior Instructor III: A Master's Degree from an accredited institution in the academic or professional discipline to be taught.

Demonstrated potential to fulfill the applicable evaluation criteria.

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

Ten (10) years of appropriate professional experience in the discipline to be taught, including seven (7) years of college or university teaching in the discipline to be taught.

Three (3) evaluations conducted under the terms of this contract and meeting professional quality. The rank of Senior Instructor III shall be compensated at a rate equal to the midpoint between the per semester hour of credit of instruction rate of a Visiting Assistant Professor and Visiting Associate Professor.

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

Demonstrated potential to fulfill the applicable evaluation criteria.

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

Three (3) years of appropriate professional experience in the discipline to be taught, including two (2) years of college or university teaching in the discipline to be taught.

Visiting Associate Professor:

A terminal degree from an accredited institution in the academic or professional discipline to be taught.

Demonstrated potential to fulfill the applicable evaluation criteria.

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

Two (2) evaluations conducted under the terms of this contract and meeting professional quality.

Six (6) years of appropriate professional experience in the discipline to be taught including four (4) years of college or university teaching in the discipline to be taught.

Demonstrated professional advancement.

Visiting Professor:

A terminal degree from an accredited institution in the academic or professional discipline to be taught.

Demonstrated potential to fulfill the applicable evaluation criteria.

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

Two (2) evaluations conducted under the terms of this contract and meeting professional quality.

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

Additional professional advancement.

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

Nothing in the foregoing criteria shall be deemed to prohibit the University from considering an individual's demonstrated continuing scholarship, including contributions to the content and pedagogy of the discipline as evidenced by participation in and contributions to the improvement and development of academic programs or academic services at an institution of higher education, or, where applicable, by artistic or other creative activities; membership or

participation in or contributions to professional organizations and societies, research as demonstrated by published or unpublished work or relevant graduate study, including work toward the terminal degree for those without the terminal degree; or relevant post graduate study for those with the terminal degree, or, for the professional, continuing study or current knowledge of said unit member's professional field.

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

A University shall review a DGCE unit member's rank for adjustment upon request of the DGCE unit member and with the submission of an updated resume and completed Appendix G. If a DGCE unit member's rank is adjusted, the administration shall make the adjustment effective the term the DGCE unit member requested it provided the DGCE unit member made the request no later than 14 days after receiving their contract or 14 days from the start of the contract term, whichever is later. If the DGCE unit member made the request more than 14 days after receiving their contract or the start of the contract term, whichever is later, then the administration shall adjust their rank effective the following contract.

Upon ratification by both parties of the January 1, 2024 through December 31, 2026 collective bargaining agreement and full execution of the parties' Tentative Agreement, the Universities shall review the rank of all existing Senior Instructors who submit an updated resume and completed Appendix G form. Any Senior Instructor's rank adjustment to a higher rank of a Senior Instructor II shall be retroactive to the start of the contract, if applicable.

Upon ratification by both parties of the January 1, 2024 through December 31, 2026 collective bargaining agreement and full execution of the parties' Tentative Agreement, for Instructors who submit an updated resume and completed Appendix G form within sixty (60) days of ratification and full execution of the Tentative Agreement, the Universities shall adjust those Instructors to the rank of Senior Instructor I retroactive to the start of the contract, if applicable.

8. Amend Article VII, Stipends, with the following changes:

-Increase the Rank Minima Adjustments by 4% to be effective upon the commencement of spring instructional period of 2024.

-Increase the Rank Minima Adjustments by 3% to be effective upon the commencement of the spring instructional period of 2025.

-Increase the Rank Minima Adjustments by 3% to be effective upon the commencement of the spring instructional period of 2026.

The specific language and rate changes to be made to the Agreement are as follows:

Section A, Rank Minima Adjustments:

1. Effective upon the commencement of the spring instructional period of **2021 2024**, each University shall make such adjustments to the contractual stipends as are required to implement the following rank minima:

Visiting Instructor: ~~\$1,444.23~~ **\$1,562.69** per semester hour of credit of instruction

Visiting Senior Instructor: ~~\$1,467.80~~ **\$1,588.19** per semester hour of credit of instruction

Visiting Senior Instructor II: \$1,643.65 per semester hour of credit of instruction

Visiting Assistant Professor: ~~\$1,519.05~~ **\$1,643.65** per semester hour of credit of instruction

Visiting Associate Professor: ~~\$1,596.95~~ **\$1,727.93** per semester hour of credit of instruction

Visiting Professor: ~~\$1,666.65~~ **\$1,803.35** per semester hour of credit of Instruction

2. Effective upon the commencement of the spring instructional period of **2022 2025**, each University shall make such adjustments to the contractual stipends as are required to implement the following rank minima:

Visiting Instructor: ~~\$1,473.12~~ **\$1,609.57** per semester hour of credit of instruction

Visiting Senior Instructor: ~~\$1,497.16~~ **\$1,635.84** per semester hour of credit of instruction

Visiting Senior Instructor II: \$1,692.96 per semester hour of credit of instruction

Visiting Assistant Professor: ~~\$1,549.44~~ **\$1,692.96** per semester hour of credit of instruction

Visiting Associate Professor: ~~\$1,628.89~~ **\$1, 779.77** per semester hour of credit of instruction

Visiting Professor: ~~\$1,699.99~~ **\$1,857.45** per semester hour of credit of instruction

3. Effective upon the commencement of the spring instructional period of ~~2023~~ **2026**, each University shall make such adjustments to the contractual stipends as are required to implement the following rank minima:

Visiting Instructor: ~~\$1,502.59~~ **\$1,657.86** per semester hour of credit of instruction

Visiting Senior Instructor: ~~\$1,527.11~~ **\$1,684.92** per semester hour of credit of instruction

Visiting Senior Instructor II: \$1,743.75 per semester hour of credit of instruction

Visiting Senior Instructor III: \$1,788.45 per semester hour of credit of instruction

Visiting Assistant Professor: ~~\$1,580.43~~ **\$1,743.75** per semester hour of credit of instruction

Visiting Associate Professor: ~~\$1,661.47~~ **\$1,833.16** per semester hour of credit of instruction

Visiting Professor: ~~\$1,733.99~~ **\$1,913.17** per semester hour of credit of instruction

The Association acknowledges that any payment above the rank minima contractual stipend, including any additional per-credit payment made by a University to a unit member appointed to teach in the Division of Graduate and Continuing Education, is discretionary and may be altered and/or discontinued at any time. Any additional per-credit payment made by a University to a unit member appointed to teach in the Division of Graduate and Continuing Education shall not be altered or discontinued prior to the summer 2022 instructional period.

Section E, Payroll Deductions:

Subject to the requirements and limitations of its payroll system, each University shall permit members of the bargaining unit, by authorized payroll deduction, to cause payments to be made for and transmitted to providers of health insurance and/or retirement plans in which the Board shall have authorized members of the bargaining unit to participate.

Each University will provide to each member of the bargaining unit, at the time of his/her first appointment as such, the forms and information that are needed to make withdrawals, as permitted by the Omnibus Budget Reconciliation Act of 1990, from any retirement plan to which he/she must thereafter make contributions. Each University shall also provide to each member of the bargaining unit, at the time the employment contract is provided, a copy of the forms needed to authorize the payroll deduction of Association dues.

Massachusetts's Paid Family and Medical Leave ("PFML"), 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 (the "DFML"), which shall set the rate as a percentage of an employee's annual wages. The DFML attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Bargaining unit members shall pay 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate from their eligible wages.

Each University will provide to each member of the bargaining unit, at the time of their first appointment and not subsequent appointments under this Agreement, information telling the member the deductions they will be charged for Paid Family Medical Leave (PFML), notice they are eligible to apply for PFML, and a description of what PFML covers and the application process.

Each University will provide to each member of the bargaining unit, at the time of their first appointment as such, information about sick leave including, but not limited to, accrual and use.

9. Amend Article VIII, Workload, Scheduling and Course Assignments, with the following changes:

Section A, Workload of Members of the Bargaining Unit:

1. General Provisions

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

- i. carry out assigned teaching workload;
- ii. prepare for classroom and/or laboratory instruction;
- ~~iii. be available to advise students as necessary or appropriate;~~

[renumber existing provisions iii-ix in Article VIII, Section B(1) as appropriate]

Section, A, Workload of Members of the Bargaining Unit:

3. ~~Course Advising and Student~~ Assistance

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

Section A, Workload of Members of the Bargaining Unit:

4. Scheduling
a. General

The assignment of specific courses, times, sites and schedules shall be recommended to the Dean by the DGCE Chair or the designee thereof and shall be subject to the approval of the Vice President or the designee thereof; the DGCE Chair or the designee thereof may also make recommendations to the Dean concerning class sizes. Whenever possible, the unit member shall be consulted prior to the making of any such recommendation.

Notice of the cancellation of the course or section shall be sent by the Dean to the unit member's University email address no later than **seven (7) calendar days prior** to the commencement of the first class, **unless otherwise agreed to by the unit member.**

10. Amend Article IX, Evaluations, with the following changes:

Section B, Frequency of Evaluations:

~~Every unit member shall be evaluated during the first instructional period of teaching in the Program of Graduate and Continuing Education. Thereafter, each member of the bargaining unit shall be evaluated during the instructional period in which the unit member is teaching any sixth subsequent course in the Program of Graduate and Continuing Education. The Universities shall evaluate every member of the bargaining unit during their first instructional period of teaching in the Division of Graduate and Continuing Education. Thereafter, the Universities shall evaluate each member of the bargaining unit every second year during the semester in which they first taught or were last evaluated. If the unit member is not teaching during the previously specified term, they will be evaluated during the next subsequent term they teach in the DGCE. For example, if a unit member is appointed and evaluated in the Fall 2024 term, the unit member will be evaluated again in the Fall 2026 term or in the following term in which they teach in the DGCE. Nothing in this paragraph shall require the evaluation of a member of the bargaining unit more frequently than once every other in any academic year unless the Vice President shall~~

require one (1) or more frequent evaluations in the case of any such member of the bargaining unit.

The Universities shall only evaluate one course the member of the bargaining unit is teaching in the given term, subject to the aforementioned discretion of the Vice President. In the event the member of the bargaining unit is teaching more than one course in the given term, the member of the bargaining unit shall select which course the Universities shall evaluate. In the event a member of the bargaining unit is not evaluated, the absence of such evaluation(s) shall not prevent a unit member from satisfying the minimum criteria of “meeting professional quality” for appointment to rank, as set forth in Article VI, Section A.

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

Section D, Materials to Be Used in the Conduct of Evaluations:

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

1. Student Evaluations

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

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

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

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

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

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

The Dean, or a designee thereof, shall have open access to student evaluation data in the aggregate for the purposes of program improvement. The administration shall not use the data in the aggregate for evaluation of individual faculty members.

2. Classroom Observations

Whenever deemed appropriate the DGCE Chair and/or the Dean may observe the class or classes of any unit member for the purpose of evaluating teaching effectiveness. Said evaluation shall be conducted in accordance with the procedure set forth in Appendix D-2 (a) or D-2 (b). Prior to the conduct of any such observation, the member of the bargaining unit shall meet with the DGCE Chair or Dean in order to provide the Chair or Dean with a plan of the class to be observed and any materials intended to be used in class.

Classroom observations for the Fall 2020, Winter 2021 and Spring 2021 instructional periods shall be expunged. The absence of a classroom observation for the Fall 2020, Winter 2021 and/or Spring 2021 instructional periods shall have no adverse effect on the unit member.

For asynchronous courses, the unit member shall grant the evaluator access to all instructional materials made available to students in a representative week or instructional unit as chosen by the unit member.

11. Delete the existing Appendix C and replace with the Appendix C attached to this Memorandum.

12. Amend Appendix D-4 with following changes:

Criteria:

B. Course-level Advising (Article IX, P. 33)

Recommendation: Meets professional quality Fails to meet professional quality

13. Add Appendix G attached to the Memorandum.

This MEMORANDUM OF AGREEMENT is subject to ratification by both Parties.

WHEREFORE the Parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____

By: _____

Massachusetts Department of Higher Education

Massachusetts State College Association

Date: _____

Date: _____

By: _____

By: _____

Chair
Council of Presidents

Bargaining Chair
MSCA/DGCE Bargaining Team

Date: _____

Date: _____

APPENDIX C

(ARTICLE VI – APPOINTMENT – SECTION C(6), Pp. 20-21)

**DIVISION OF GRADUATE AND CONTINUING EDUCATION FACULTY
UNIFORM LETTER OF APPOINTMENT**

I, agree to teach the following course at _____ State University at the rank of _____, during the _____ instructional period of 20____ in accordance with the officially established academic schedule:

COURSE NUMBER/COURSE TITLE

CREDIT HOURS

Compensation for this course shall be: \$

I understand that this course may be cancelled prior to its first session if enrollment is insufficient. It is further agreed that I will be available to provide course-level advising to students as necessary or appropriate.

This appointment is governed, as are all conditions of employment, by a collective bargaining agreement between the Board of Higher Education and the Massachusetts State College Association. A copy of the collective bargaining agreement may be obtained by contacting the MSCA-DGCE office on campus.

In the event you believe you meet the requirements for a rank adjustment, please reach out to the University’s DGCE dean to request a rank review (include hyperlink).

Academic Vice President
or Other Appropriate Administrator

Date

Unit Member

Date

In order to authorize deposit of payments to you, please sign and return the original (top) copy, along with other forms to _____ within five (5) working days from the date posted on this letter of appointment. You may retain the second copy.

APPENDIX G

(ARTICLE X, SECTION X, P. X)

**DIVISION OF GRADUATE AND CONTINUING EDUCATION
FACULTY REQUEST FOR A REVIEW OF FACULTY RANK**

Faculty Member Name: _____

Current Faculty Rank (within the MSCA/DGCE Contract):

Rank Requested (Circle One): [see MSCA/DGCE Contract ARTICLE VI. A for rank descriptions]

- Visiting Senior Instructor*
- Visiting Senior Instructor II*
- Visiting Senior Instructor III*
- Visiting Assistant Professor.*
- Visiting Associate Professor*
- Visiting Professor*

Highest academic degree earned: _____

Degree Earned

from: _____ date of conferral: _____

Institution Attended

Date

Note: If you have completed a higher degree than the degree you held when you were originally hired, we will need to verify that information. By signing this form, you give the institution permission to verify your degree through the Clearinghouse. If your school does not participate in the Clearinghouse process, you will need to provide an official transcript, if requested by Human Resources."

Do you hold a higher faculty rank at another regionally accredited higher education institution? If so, what is the rank and name of institution? Please provide documentation in the form of an appointment letter, website directory or human resource office.

Please attach a copy of your updated resume/CV (required).

Teaching Experience (required)

In order to assess your teaching experience, please provide a comprehensive listing of all credit bearing courses taught at regionally accredited institutions. Please indicate the course name, the institution, the number of credits and the term. For evaluation purposes, a “year of college or university teaching in the discipline taught” will be calculated as 24 Hours of Credit = one year of teaching.

Example:

Home Institution	Course	Summary of Credits*	Terms of Employment
[institution name]	Introduction to Business	33 credits	Fall 2002 - present
	Advanced Marketing	48 credits	Summer 1999 – Fall 2000

Institution	Course	Credits*	Term
Salem State University	Introduction to Business	3 credits	Fall 2002
Clark University	Advanced Marketing	4 credits	Spring 2010
UMass – Lowell	Managerial Accounting	3 credits	Summer 2017
Framingham State University	Managerial Accounting	4 credits	Fall 2018
Middlesex Community College	Introduction to Business	3 credits	Spring 2015

*Indicates semester hours of credit of instruction (per DGCE contract)

In addition to your updated resume/cv and record of teaching experience, you are welcome to provide any additional documentation you would like considered.

Upon submission for this form and required supplemental documents, the DGCE Dean will review all materials and make an assessment of the unit member’s faculty rank. The unit member will be informed of the decision in writing. If a change in faculty rank is approved, the new rank will go into effect for the next term in which you are teaching, unless you sent the form and required documents no later than 14 days after receiving your contract or 14 days after the start of the contract term, whichever is later.

ATTESTATION STATEMENT

I do hereby attest that this information is true, accurate and complete to the best of my knowledge.

Signature

Date