

**MEMORANDUM OF AGREEMENT BETWEEN
QUINCY COLLEGE
AND THE
QUINCY EDUCATION ASSOCIATION, UNIT D**

The Quincy Education Association proposes that the Unit D Collective Bargaining Agreement (CBA) between the Quincy Education Association (Association) and the Quincy College Board of Governors (Board), in effect from July 1, 2020 through June 30, 2023, remain unchanged except as detailed below and in prior proposals. This MOA is subject to ratification by the Association and approval by vote of the Committee.

All changes are effective July 1, 2023.

[In modified text, deletions are denoted by ~~strike through~~ and additions are denoted by ***bold italics.***]

#1) Throughout: Extend the contract three (3) years (2023-2026) by adjusting dates throughout agreement.

#) Article II, Recognition:
Amend Section A as follows:

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of agreements and any questions arising hereunder, the City recognizes the Association as the exclusive representative of all employees in the following positions:

Teaching Faculty - full time and part-time at 0.5 and above

~~Tutors - full time and part time at 0.5 and above~~

Librarians

Program Chairs and Coordinators - Teaching and Non-Teaching

~~Counselors - full time and part time at 0.5 and above~~

~~Reading Associate (Student Services)~~

Science Laboratory Coordinators

Grant Funded Positions if otherwise included in unit.

#) Article XIII, Leaves of Absence Without Pay:
Amend Section 6 as follows:

Child Rearing Leave: An unpaid leave of absence for child rearing purposes shall be granted to any member who has served in a bargaining unit position for at least three (3) years. Child rearing leaves shall be granted for up to one (1) year's duration following the birth, adoption, or placement of a child. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness will be required prior to returning from such leave. A member on child rearing leave must notify the President in writing on or before March 1 of their intention to return to school the following ~~September~~ *Fall semester*.

#4) Article IX: Sick Leave

Add to paragraph 2 as follows:

Prior to returning to work following a sick leave of five consecutive days or more, employees may be required to provide a Fitness for Duty form or doctor's note completed by a medical provider that clears them to return to work with or without limitations or restrictions. The employee must provide this medical documentation to Human Resources prior to returning to work for purposes of discussing the approval/denial of the return to work. The employee shall not return to work prior to receiving approval from Human Resources to return. The employer shall follow all provisions of the Americans with Disabilities Act (ADA) in making such determination.

#) Article IX: Sick Leave

Add Section B as follows:

Absent extenuating circumstances, any employee who is absent from duty for three or more consecutive workdays without notification to the College as to the reason for the absence may be considered to have abandoned his/her/their position.

#) Article XXII: Salary

Amend Section A as follows:

Members appointed on or after *ratification of this agreement* ~~August 28, 2013~~ shall be compensated as follows:

Minimum Starting Salary:***		
------------------------------------	--	--

	Bachelor's Degree	\$54,000 \$39,000
	Master's Degree	\$57,500 \$43,000
	Doctorate Degree	\$64,000 \$48,000
Additional Educational Credits****		
	For every 15 credits over a Master's Degree and up to a Doctorate Degree from a regionally accredited institution	\$1500 <i>Max of \$1500</i>
Outside Experience:**** Max \$5000.00 total		
	College Level Teaching at Accredited Higher Ed Institution – FT	\$500/year Max of 10 years
	College Level Teaching at Accredited Higher Ed Institution – PT	\$50/3 credit course Max 20 courses
	Post Doctoral Experience at Accredited Higher Ed Institution	\$500/year <i>Max of 3 years</i>
	Non-Teaching Experience – FT and directly related to the Teaching Field	\$500/year <i>Max of 5 years</i> Up to \$2500 for nonteaching experience at the discretion of the College.
<p>***Starting minimum salary is as set forth above. The College retains the right to establish higher starting salaries for those positions for which it is difficult to attract or retain candidates.</p> <p>****<i>No courses or experience should be counted twice</i></p>		

#) Article XXII: Salary
Remove Sections B and C (sunset).

#) Article XXII: Salary
Amend Section D as follows:

All Unit members shall receive a base pay increase according to the following schedule:

~~August 28, 2020: 0%~~ **August 28, 2023 3%***

~~August 28, 2021: 3%~~ **August 28, 2024 3%**

~~August 28, 2022: 2%~~ **August 28, 2025 3%**

*** Retro to August 30th, 2023 applies to the 3% only, not on base building contract bonuses. To receive retro, Unit member must have been employed as a Unit member by 8/30/23. To receive the 3% the Unit member must have been employed as a unit member by 8/30/23.**

Retro will be paid at the start of the next pay period cycle after signing/ratification. Base building contract bonuses where applicable (pro-rated for part time unit members) will take effect and be paid at the start of the next pay period after signing/ratification.

Base Building contract bonuses – (based on salary in effect before the 3% and not part of retro)

Salary up to \$69,999.99 - \$3000

Salary \$70,000.00 through \$84,999.99 - \$1500

Unit members who currently hold tenure shall receive a base-building increase of \$2,000.

Base building contract bonuses shall be effective and paid at the start of the next pay period after signing/ratification.

~~A base building salary adjustment of \$750 on their full time base pay shall be paid on August 27, 2022 to all members of the bargaining unit employed as of the ratification date of the 2020-2023 Collective Bargaining Agreement and still employed as of August 28, 2022. This adjustment will be paid prior to the 2% base pay increase.~~

~~A non base building stipend of 250 will be paid to all current Unit D members who are active as of the ratification of this agreement. Payment shall be made within 45 days of the ratification of this agreement.~~

~~All bargaining unit members who were employed by Quincy College at the time of payment (December 23, 2021) shall receive a one-time payment of \$1,500.00 in recognition of the work they provided during the continued COVID-19 pandemic. This payment will be paid by December 31, 2021.~~

#) Article XXVII: Reduction in Force

Change Section 4 to read:

Members who are to be affected by a reduction in staff shall be notified in writing no later than May 30th of the school year preceding the year in which the reduction will take effect. At the same time that notice is given to the unit member, the College shall notify the Association President of the impending retrenchment.

#) Article XXVII: Reduction in Force

Change Section 6 to read:

Members who are on lay off because of reduction in force shall be on the layoff list for the first twelve months of lay off *which shall begin on the last day of the semester or the day they were provided notice, whichever comes later*, and shall have preference over new applicants for any new position or full time vacancy that the Board is going to fill. The failure of a member to accept the assignment within fifteen (15) workdays of notification therefore shall automatically remove that member from the recall list. *Notice of recall shall be provided by US Mail as well as an electronic mail to the last personal email the employer has on file.*

#) Article XXX: Rank and Tenure

Amend Section 2 as follows:

For faculty members appointed on or after August 28, 2013, there shall be four (4) ranks:

- a. Instructor
- b. Assistant Professor
- c. Associate Professor
- d. Professor.

Faculty appointed on or after August 28, 2013 ~~2013~~ **2024** may be appointed initially at the rank of Instructor, Assistant or Associate Professor. ~~Initial appointment at the rank of Assistant Professor requires the faculty member to have achieved a Master's Degree in the respective discipline and no less than two (2) years prior full time teaching experience.~~

~~Faculty hired at the rank of Instructor shall be promoted to the rank of Assistant Professor after completion of no less than three (3) full years in rank plus either a minimum of five (5) years full time teaching experience or attainment of a Master's Degree in the respective discipline.~~

~~Promotion to the rank of Associate Professor shall require a minimum of three (3) years' time in rank as Assistant Professor and attainment of either a Master's Degree plus 30 graduate credit hours, second Master's Degree or C.A.G.S.~~

~~Promotion to the rank of Professor shall require a minimum of three (3) years time in rank as Associate Professor and attainment of a Doctorate.~~

~~Academic degrees must have been awarded by regionally accredited institutions.~~

#) Article XXX: Rank and Tenure

Add New Section 3 as follows:

Rank for New Hires:

Instructor – to be hired – masters in the field of study from accredited institution and at least one year full time teaching, or equivalent experience

Assistant Professor – to be hired -doctoral degree in the field of study from accredited institution and at least full time or equivalent to three years of higher education experience

Associate Professor- to be hired – College may consider this designation for applicants with doctoral degree in the field of study from an accredited institution and at least five years of full time experience in a higher education institution with at least 3 of those years as a full time Assistant Professor

Professor – will not hire as Professor

****Doctoral degrees outside the area of study will be considered by the College at the time of hire.***

Rank after initial hiring. Rank to be determined upon the reappointment in the following year:

Instructor to Assistant Professor – three years full time as instructor at QC

Assistant Professor to Associate Professor – doctoral degree in the field – three years full time at QC (6 years plus doctorate for those hired as instructors)

Associate Professor to Professor – doctoral degree and 3 years as associate professor at QC

Salary increases based on below to be implemented August 2024, base-building.

- a. Instructor to Assistant – \$500***
- b. Assistant to Associate – \$750***
- c. Associate to Professor – \$1000***

#) Article XXX: Rank and Tenure

Amend Section B as follows:

The tenure status designations set forth below are separate and apart from the rank designations set forth at Section A.

Section 1: Non-Tenure Status – Years 1 – 3:

Notwithstanding the provisions of any general or special law to the contrary, during the first three (3) years of a Faculty Member's service at Quincy College, said Faculty Member shall be deemed to be Non-Tenured ~~and have such rights as a teacher without professional teacher status as set forth in M.G.L. c. 71.~~

Said Faculty Member shall be notified in writing on or before May 30 whenever such person is not to be employed for the following academic year. Unless such notice is given as herein provided, said Faculty Member shall be deemed to be appointed for the following academic year.

Section 2: Non-Tenure Status – Years 4 – 6:

Notwithstanding the provisions of any general or special law to the contrary, a Faculty Member who has served at Quincy College for the three (3) previous consecutive academic years, *during years 4-6 shall be deemed to be Non-Tenured.* ~~may be dismissed using the criteria and process for teachers with professional teacher status as set forth in M.G.L. c. 71, §42.~~

Said Faculty Members *in their 4th, 5th, or 6th consecutive academic years at Quincy College* may be subject to non-renewal at the end of their fourth, fifth, or sixth consecutive academic years by notification in writing on or before May 30. Said Faculty Members shall not be non-renewed except for good cause.

Section 3: Tenure Status – Years 7 or More:

A faculty member who applies for tenure in their 6th consecutive year may be appointed by the President in year 7 with tenure. Said appointment in year 7/Tenure shall mean the right of a faculty member to continuous employment in an academic position subject to dismissal for just cause. A faculty member must apply in year 6 for tenure. A failure to apply and or achieve tenure shall result in non-reappointment for good cause.

~~Notwithstanding the provisions of any general or special law to the contrary, a Faculty Member who has served at Quincy College for six (6) previous consecutive academic years shall be entitled to all rights and privileges provided to Teachers With Professional Teacher Status in M.G.L. c. 71.~~

#) Article XXX: Rank and Tenure

Add New Section C, "Procedure" as follows:

Evaluation of faculty members for tenure shall be based upon total performance with emphasis on teaching effectiveness, productivity and teaching innovation as well as on the candidate's record of research, professional development and professional service.

See Guidelines in Exhibit D

Section 1: Tenure Review

1. A Tenure Review Committee shall be appointed no later than November 1 of each year that there is an eligible member. No unit member shall serve on the Committee during the year the unit member is a candidate for tenure. The Committee shall elect a chairperson with responsibility to convene meetings, take notes and draft a recommendation to be submitted to the Chief Academic Officer/Provost. The Committee will be made up of a dean, the VP of HR, an administrative VP and three members from Unit D. The Committee and the Provost's recommendations will be forwarded to the President for review.

2. The Dean shall notify all eligible unit members in year five before May 30th that they shall be evaluated for tenure during the 6th year of appointment year. Copies of a dossier shall be provided by the faculty to their Dean no later than November 1st of their sixth year.

3. The Tenure Review Committee shall review all relevant material within the individual's dossier and shall forward recommendations for either reappointment with tenure or non-renewal to the Chief Academic Officer/Provost by February 1st.

4. The Chief Academic Officer/Provost shall review the recommendations of the Tenure Review Committee; and thereafter shall forward his/her recommendations along with the recommendations from the Tenure Review Committee to the President of the College by March 1st.

5. The President of the College shall review the recommendations of the Chief Academic Officer/Provost and the Tenure Review Committee and shall notify the unit member on or before May 30th.

It is incumbent upon the faculty to meet the deadlines set forth above. If the faculty does not submit with adherence to above, they shall not be appointed to year 7.

Recommendations and determinations regarding tenure shall not be subject to the grievance and arbitration procedures of this agreement.

Upon achieving tenure, base building salary increase of \$1500 effective upon the start of the 7th year.

#) Appendix A: Joint Labor Management Committees

Add new Appendix with two sections as follows:

Section 1: Joint Labor Management Committee on Nursing Faculty

The parties shall convene a joint labor management committee to include but not limited to nursing faculty and nursing leadership for the purpose to reviewing the programmatic needs of the College as related to the nursing program. This committee may make suggestions for changes to the Collective Bargaining Agreement for the purpose of accommodating such needs. Such recommendation may enhance but shall not reduce the protections and rights of faculty. Any changes to the Collective Bargaining Agreement suggested by this committee shall be subject to ratification by the full Unit D membership. Changes that do not impact the CBA may be implemented by mutual agreement of the parties.

Section 2: Joint Labor Management Committee on Chapter 71

The parties shall convene a joint labor management committee to review the integration of provisions from Chapter 71 throughout the Collective Bargaining Agreement and to suggest changes. Any changes to the Collective Bargaining Agreement suggested by this committee shall be subject to ratification by the full Unit D membership. Changes that do not impact the CBA may be implemented by mutual agreement of the parties.

#) Exhibit C: Evaluation Process and Instrument

Amend to read:

The Parties agree to establish a joint committee to review and prepare recommendations on revisions to the evaluation instrument during the ~~2022-2023~~ **2024-2025** academic year.

#) Exhibit D: Tenure Application Review Guidelines

Add as follows:

Category 1: Teaching Effectiveness:

Course Design and Organization:

- *Clear articulation of learning objectives, content and assessments.*
- *Logical sequencing of course content.*
- *Appropriateness of teaching materials and resources.*

Instructional Delivery:

- *Clarity of explanations.*
- *Use of effective teaching strategies to engage students and promote learning.*

- *Engagement techniques employed (e.g., active learning, discussions).*
- *Ability to adapt teaching methods to diverse learning styles and student needs.*

Student Engagement and Feedback:

- *Evidence of fostering student participation.*
- *Timely and constructive feedback on assignments.*
- *Demonstrated efforts to address student needs and concerns.*
- *Evidence of student achievement and learning gains.*

Assessment Practices:

- *Alignment between assessments and learning objectives.*
- *Fairness and transparency in grading.*
- *Use of assessment data to inform teaching practices.*

Innovation in Teaching:

- *Integration of innovative pedagogical approaches and technologies.*
- *Development of new courses or significant revisions to existing ones.*
- *Development of instructional modules, new curriculum approaches and/or non-conventional instructional strategies and non-traditional learning experiences.*

Category 2: Student Advising:

Availability and Accessibility:

- *Availability for advising appointments and timely responses to student inquiries.*
- *Accessibility to students for academic and career guidance.*

Guidance and Support:

- *Quality of academic advising in helping students set and achieve academic goals.*
- *Tutoring individual students or groups in academic courses.*
- *Support provided to students in navigating academic programs and career pathways.*
- *Support and mentoring provided to student clubs and organizations.*
- *Participation in student activities.*

Category 3: Creative Work:

Innovation in Curriculum Development:

- *Development of educational materials, resources, or multimedia projects.*
- *Contributions to the field through non-traditional mediums.*
- *Development of new courses or significant revisions to existing ones.*
- *Integration of innovative pedagogical approaches or technologies.*

Creative Scholarly Outputs:

- *Creativity and originality demonstrated in scholarly and creative works.*

- *Impact of creative works on teaching, research, or community engagement*

Category 4: Professional Development:

Continuing Education and Training:

- *Participation in workshops, seminars, or conferences related to teaching.*
- *Engagement in relevant professional development activities.*

Mentoring and Collaboration:

- *Mentoring of colleagues or students.*
- *Collaboration with colleagues on teaching-related projects or research.*

Category 5: Academic Research and/or Presentations:

Research Output:

- *Publications in reputable academic journals.*
- *Conference presentations.*
- *Grants received for research projects.*

Research Impact:

- *Evidence of contributions to the advancement of knowledge in the field.*
- *Citations and recognition from peers.*

Conference Presentations:

- *Frequency and quality of presentations at academic conferences.*
- *Participation in panel discussions or invited talks.*

Public Engagement:

- *Participation in public lectures, workshops, or community events.*
- *Efforts to disseminate research findings to broader audiences.*
- *Participation in podcasts, media events, etc.*
- *Participation in other professional activities related to the discipline/area of expertise.*

Category 6: College/Community Service:

Engagement with the Community:

- *Participation in College programs, committees, meetings and department activities.*
- *Participation in community outreach programs, partnerships, and initiatives.*
- *Integration of community-based learning experiences into coursework.*
- *Assistance with student/staff/faculty recruitment.*
- *Participation in college events and activities.*

Leadership and Impact:

- *Leadership roles in community service organizations or initiatives.*

- *Impact of community service activities on the local or broader community.*

Overall Evaluation:

Additional Strengths:

- *Notable contributions and achievements in teaching, student advising, community service, academic research, presentations, professional development, and creative works.*

#) Housekeeping Changes

1. Article III Payroll Deductions

Section D – move to insurance section, article XIV. Include change of “Board” to “College” (appears below as well)

2. Article IV Grievance and Arbitration

Section B – Definition of a Grievance; remove the word teacher and replace with Unit member

3. Article VII – Physical Facilities for Members

Eliminate number 3

4. Article IX Sick Leave

Replace “members shall be notified with each pay period of the number of days of unused sick leave which he/she has to his/her credit” with “members have access to payroll system indicating leave balances”

5. Extended Sick Leave Plan

Number 3 -change Board to college x 2

6. Article XIV Group Insurance Plan

Para 1 - Change Board to College

7. Article XIV Group Insurance Plan

Remove middle para

8. Article XVII Discipline and Dismissal

Section 3 – Board/College Leadership

Section 3 – add at end, in accordance with College policy and or Massachusetts or federal laws

9. Article XXIV – Lunch Period/Extra Curricular

Eliminate in title “Lunch Period”

Section 1- eliminate

10. Exhibit C

Section 1 - Form: Correct where it says 4 years to reflect change from last year to 2 years

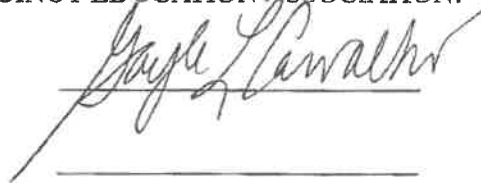
The Committee and Association hereto duly execute this Memorandum of Agreement by the respective signatures of their authorized representatives, subject to ratification by the QEA Unit D bargaining unit and approval by the Quincy College Board of Governors.

For and on behalf of
QUINCY COLLEGE:



April 24, 2024

For and on behalf of
QUINCY EDUCATION ASSOCIATION:



April 24, 2024