

**Final Agreement between the Massachusetts Society of Professors (MSP) and the  
University Administration – Amherst  
June 29, 2020**

1. One-year extension of the current collective bargaining agreement except as modified by this agreement.
2. No salary increases or new cost items in AY 2020-21.
3. Online education – one-year crisis-response agreement to sunset June 30, 2021:
  - a. **Course Designations/Definitions: (Every course section will be designated as either on-campus or online.)**
    - i. **Face-to-Face only** – Courses that must be delivered in person such as labs, studio and performance classes and additional courses where remote learning is not feasible.
    - ii. **Traditional Face-to-Face plus Blended** – This is a traditional course that will include use of technologies so that all students can access content remotely through video broadcast and/or lecture capture, and through online access to all necessary course materials utilizing Blackboard, Moodle, or other learning management system. Instructors will follow normal protocols as for a face-to-face class, with no alternative curricula and no separate synchronous activities required for remote students; all course materials will be available to all students. If a course in this category has more than 15 or more than 25% remote-only students, a fully online section shall be opened for the remote students or the entire course shall be moved fully online unless the department chair and instructor can agree upon an alternative solution. If a fully online section is opened in addition to a face-to-face section it may be assigned to the original instructor as an overload or assigned to a different instructor within the bargaining unit. For blended courses with up to 15 remote-only students the department chair and instructor will discuss whether additional support is necessary. The definitions in this section do not set a precedent and will sunset on June 30, 2021.

- iii. **Fully-Online** – An online-only course or course section with no face-to-face component where all students access the content and complete assessments remotely for the entire semester.

**b. Workload Adjustments for Course Conversion and Course Delivery:**

Faculty teaching assignments shall be developed at the department/program level and faculty members shall have prior and reasonable consultation regarding their assignment. Instructors who develop fully online courses or course sections will be expected to engage extensively with information technology, instructional design and pedagogy experts from the Instructional Design, Engagement and Support group (IDEAS), the Center for Teaching and Learning (CTL), the Libraries and other relevant resources to ensure that the course or section meets University quality standards. Faculty members who are required to convert a traditional course or section to fully online will be granted a workload modification or other accommodation in recognition of the time and effort required for course development work but no additional compensation. A workload modification or accommodation shall be articulated in writing between the faculty member and Department Chair. The faculty member will choose one of the following options:

- 1) future course release – timing to be determined with approval of the Chair in one of the following seven semesters;
- 2) one year of sabbatical credit;
- 3) one year of credit towards continuous appointment (for NTT only without altering the contractual review process).

Tenured faculty will be expected to choose option 2 (sabbatical credit) unless that option is not workable for them. Faculty who leave UMass before using their course release will be made whole.

Any arrangements different from the options above must be agreed to between the faculty member, MSP, and the administration.

Faculty who prepare and teach a traditional face-to-face, traditional face-to-face plus blended course or fully online discussion course (with 12 or fewer students) for which the instructor does not create alternative curricula or put in additional course development/conversion work will not have any workload adjustment or accommodation beyond anything already agreed upon.

- c. **Summer work:** Faculty shall be required to work two weeks during the summer without compensation, for the purpose of curriculum planning, course preparation, and training.
  - d. **Tech and ID support:** The administration will provide all support necessary for faculty to convert and teach traditional plus blended and fully-online courses, including technological assistance as well as instructional design. Departments may appoint faculty with specialized training and/or experience in online education to provide additional technical and instructional design support and mentoring to colleagues. Such faculty leaders shall be eligible for additional workload adjustments as provided in paragraph 3.b. above. Any particular additional or alternative arrangements must be agreed to between the faculty member, MSP, and the administration.
  - e. **Academic Calendar and Campus Reopening:** The parties agree to bargain negotiable impacts of any changes to the academic calendar for Fall 2020 and Spring 2021. The parties agree to discuss other matters related to reopening campus including the process for allocating emergency funds provided in paragraph 5 below, faculty/librarian accommodations and other safety and health precautions related to COVID-19. Nothing contained herein is a waiver of MSP's right under MGL Chapter 150E to assert bargaining authority over the above issues.
4. Teaching evaluation process: Suspend SRTI for Fall 2020 and allow instructors to create their own forms, or to use SRTI or FOCUS for student feedback.
  5. Continue repurposing of existing contractual funds (computer replacement and childcare) for AY20-21 to address needs presented by COVID-19 pandemic that would include funding for elder care requests. Make reasonable efforts to identify one-time funding if need exceeds collectively bargained amounts.
  6. Incorporate previously approved tentative agreements (attached).
  7. Agreement subject to the ratification and approval process of both parties, who have the right to voluntarily reopen with mutual agreement based on changed circumstances.

*On behalf of the MSP:*

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*Eve Weinbaum* 6/29/2020  
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Eve Weinbaum, MSP President

*On behalf of the University:*

DocuSigned by:  
*Michael Eagen* 6/29/2020  
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Michael J. Eagen  
Associate Provost for Academic Personnel

**MSP Bargaining Team**

Heather LaPenn, MTA Consultant and  
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Michelle Gallagher, MSP Consultant  
Lori Reardon, MSP Staff  
Jacquie Kurland, MSP Bargaining Team  
Marc Liberatore, MSP Bargaining Team  
Asha Nadkarni, MSP Bargaining Team  
Kate Zdepski, MSP Bargaining Team

**Representing**

Kumble Subbaswamy, Chancellor  
John McCarthy, Provost  
Linda Enghagen, Bargaining Team Member  
Léonce Ndikumana, Bargaining Team Member  
Tricia Serio, Bargaining Team Member  
Jocelyn Tedisky, Bargaining Team Member  
Sophie Stevenson, Staff

*On behalf of the University President's Office:*

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Martin Thomas Meehan, President

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John Dunlap, Chief Human Resources Officer