

PART-TIME FACULTY

Agreement between Service Employees International Union, Local 509, CTW, CLC and Brandeis University

Effective Between July 1, 2022 and June 30, 2025

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PREAMBLE

The Union and the University value and respect the role of the Faculty Members covered by this Agreement as essential contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, civility, and cooperation toward a common objective of providing an exceptional educational experience for the University's students.

We believe in communication, mutual respect, and meaningful involvement of part-time Faculty Members in working towards this common objective. The Union recognizes and supports the commitment of the University to provide the best in educational opportunities to all students. The University recognizes and respects the Union's commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution.

The parties are committed to promoting awareness, understanding, and respect of diverse interests, opinions, and experiences. The parties recognize the value such diversity has in providing quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of the University's students and those who provide for their education.

A NOTE ON GENDER INCLUSIVITY

As institutions fully committed to gender inclusivity, the University and the Union have agreed to use “they,” “their” and “them” as singular, gender-neutral pronouns throughout this Agreement.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT DESCRIPTION

Section 1. Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-163352, Brandeis University (hereinafter referred to as the “University”) hereby recognizes the Service Employees International Union Local 509, CTW, CLC (hereinafter referred to as the “Union”) as the sole and exclusive collective bargaining representative of all graduate and undergraduate non-tenure track faculty in the below-listed classifications employed by the University who are contracted

to teach at least one credit-bearing or non-credit bearing course (including online, hybrid, and blended courses, and including Spring, Summer, and Fall courses) at the College of Arts and Sciences, the Graduate School of Arts & Sciences, the International Business School, the Heller School for Social Policy and Management, the Rabb School of Continuing Studies, English Language Programs, Gateway Scholars Programs, Summer Courses, or Justice Brandeis Semester, or who are contracted to teach courses in the Transitional Year Program: adjuncts; assistant adjunct professors; associate adjunct professors; adjunct associate professors; adjunct lecturers; adjunct professors; adjunct associate professors of the practice; instructors; senior instructors; lecturers; senior lecturers; part-time fellows; in-residence writers, poets, and artists; research professors; associate research professors; assistant research professors; professors, assistant professors, and associate professors outside the tenure structure; professors and associate professors of the practice who are not on multi-year contracts; and graduate students who teach courses beyond their stipend and are compensated on a per-course basis,

but excluding: all full-time, salaried faculty; all faculty within the tenure structure; visiting faculty; all professors and associate professors of the practice on multi-year contracts; emeritus/a faculty; full-time fellows including Joshua A. Guberman, Kay, and Senior; University Prize Instructors who do not teach any other course compensated on a per-course basis that is beyond their stipends; all employees who teach only Osher Lifelong Learning Institute courses, Justice Brandeis semester, English Language Program courses, Gateway Scholars Program courses, physical education courses, high school program courses, Summer Music Workshops, Summer Courses except for Rabb School Division of Graduate and Professional Studies summer courses, and/or non-credit bearing courses; deans; provosts, associate provosts, and assistant provosts; administrators; department chairs; full-time employees who teach courses and do not receive compensation beyond their salary for doing so; graduate students who teach only courses pursuant to a stipend; athletic coaches; and all other employees, managers, confidential employees, guards, and supervisors as defined by the Act. An employee working for the University in another capacity who also teaches a class or course identified above and is compensated on a percourse basis is included within the unit, unless the employee is expressly excluded.

Section 2. When ‘Faculty Member’ or ‘Faculty Members’ is used in this Agreement it shall refer to members of the bargaining unit as defined in this Article.

ARTICLE 2 – ACADEMIC FREEDOM

Section 1. According to its Mission Statement, the University “is a community of scholars and students united by their commitment to the pursuit of knowledge and its transmission from generation to generation.” The University that “renews the American heritage of cultural diversity, equal access to opportunity and freedom of expression,” and “carries the name of the justice who stood for the rights of individuals must be distinguished by academic excellence, by truth pursued wherever it may lead and by awareness of the power and responsibilities that come with knowledge.”

Section 2. The University affirms and protects the full freedom of scholarly and intellectual inquiry and expression of Faculty Members in the fulfillment of their university responsibilities, including teaching, advising, discussion, research, publication, and creative work, as well as other scholarly activities. When a Faculty Member speaks or writes in public, other than as a representative of the university, they are free from institutional restraints.

ARTICLE 3 – MANAGEMENT AND ACADEMIC RIGHTS

Section 1. Management of the University is vested exclusively in the University. Except as set forth in this Agreement, this includes but is not limited to the following rights:

- a. The right to establish, direct, and control its programs, services, organizational structure, and operations in all particulars and to take such action as is necessary to maintain the mission, efficiency, and effectiveness of the University operations;
- b. The right to decide who is taught, what is taught, how it is taught, when it is taught, and who does the teaching;
- c. The right to direct, supervise, and train employees; to hire, appoint, assign, schedule, transfer, evaluate, promote, and retain employees in positions; to determine qualifications, hiring criteria, and standards of work; to establish standards of productivity and performance; and to suspend, demote, discharge, or take other disciplinary actions against an employee;

- d. The right to lay off employees due to lack of work, for budgetary reasons, organizational changes;
- e. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University's programs, services, and operations are to be conducted;
- f. The right to take whatever actions as may be necessary to carry out the mission of the University in situations of emergency, the determination of such situations to be the prerogative of the University, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit. For the purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the University, its employee(s), student(s), or the general public.
- g. The right to make rules, regulations, and policies and to require compliance therewith. Such rules, regulations, and policies shall be consistent with the provisions of this Agreement.
- h. The right to contract out programs, services, and operations as deemed appropriate to maintain a well-coordinated and efficient system of the University, provided that no Faculty Member shall lose employment or suffer a diminution of compensation, benefits, or any rights under this contract as a result. Notwithstanding the foregoing, nothing in this Section is intended to or shall prohibit the University from engaging in academic partnerships with other institutions of higher education to offer courses, nor otherwise mandate who may be assigned to teach those courses.

Section 2. The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The exercise of any management or academic right or function in a particular manner shall not preclude the University from exercising the same in any other manner which does not violate this Agreement. The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

ARTICLE 4 – UNION RIGHTS

Section 1. Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this

Agreement so long as normal business and classroom activities are not disrupted. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

Section 2. The Union shall have access to meeting space on campus for purposes of representing Faculty Members, subject to the same procedures as other campus organizations.

Section 3. By October 15 of each year, the Union shall provide a list of those Faculty Members who will represent the unit in the adjustment of grievances, in the processing of any disciplinary appeals, and in meetings with a grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated as needed.

Section 4. Union representatives shall be given reasonable time by the University at new faculty orientations each term to address Faculty Members in attendance. In advance of each new faculty orientation, the Administration shall provide the Union a list of new union-eligible Faculty Members drawn from the information then stored in the Workday or other HRIS then in use at the University. The list shall include the member's name, email address, and school, department, or program.

Section 5. The Union shall be permitted to post notices pertaining to union interests on University designated bulletin boards in academic and administrative buildings and pursuant to the Brandeis University posting policy. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

Section 6. The Union will prepare a Q&A document underscoring key elements of the CBA relevant to faculty and staff who supervise union-eligible faculty. Once it is reviewed and approved by the Administration, it will be posted electronically as will a copy of the CBA itself.

ARTICLE 5 – UNION SECURITY AND DUES DEDUCTION

Section 1. It shall be a condition of employment that all Faculty Members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of

the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

Section 2. It shall also be a condition of employment that all Faculty Members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment, either become and remain members in good standing of the Union, or pay an agency fee as determined by the Union.

Section 3. The Union may request that a Faculty Member who fails to join the Union, maintain Union membership or pay an agency fee shall be dismissed. If the Union makes such a request, the University shall comply. Prior to any dismissal, the Faculty Member shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the University requesting discharge, to pay the required dues, and/or agency fees that have not been tendered. If the Faculty Member fails to pay within that time period, and the Union so verifies, the University shall dismiss the Faculty Member, provided, however, that no such dismissal shall take effect during a semester in which the Faculty Member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

Section 4. Part-time Faculty Members in the following categories may opt in or opt out of joining the Union or make contributions to 501(c)(3) charitable organizations as outlined below in lieu of meeting the agency fee requirements in Sections 1-3 above:

- (a) Members of federal, state, or District of Columbia judiciaries; or
- (b) Part-time Faculty Members who affirm, through a written statement submitted to the Office of Human Resources and the Union, that payment of an agency fee to the Union will have an adverse impact on their professional work or employment outside of the University because of an actual, potential, or perceived conflict of interest.

However, the above categories of Part-time Faculty Members shall make contributions in an amount equal to the agency fee to the following 501(c)(3) charitable organization(s) in lieu of paying the agency fee to the Union:

- a. Partners in Health
- b. Greater Boston Food Bank
- c. Alzheimer's Association
- d. Community Servings

e. Community Works

Section 5. The University further agrees to deduct voluntary contributions made by Faculty Members to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Said contributions are not conditions of Union membership, are strictly voluntary, and can be in any amount as determined by the Faculty Member. Neither are such contributions a condition of employment within the University.

Section 6. Each payday, the University shall deduct from a Faculty Member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Faculty Member has furnished the University a valid written assignment executed in accordance with law. The Union will provide to the University suitable forms, on an annual basis, including an online form, for the authorization of this payroll deduction.

Section 7. The Union shall be ultimately responsible for obtaining executed written assignments from Faculty Members. The Union may obtain these authorizations electronically. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Faculty Members at their time of hire of the existence of this Agreement. Materials voluntarily completed by the Faculty Member and returned to the University shall be promptly remitted to the Union.

Section 8. Payment of Union dues and/or fees may be made via the check-off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Faculty Member arising out of or by reason of action the University takes pursuant to this Article.

Section 9. The Union shall be entitled to have payroll deductions for membership dues, agency fees, or COPE from any Faculty Member in the unit who indicates in writing that they wish such deductions to be made.

Section 10. The Union shall establish and certify in writing or electronically to the University Office of Human Resources the amount of dues. The payroll deduction authorization form shall also be provided by the Union to the University.

Section 11. On or about the 15th of the month following the deductions, monies so deducted by the University shall be transmitted to the Union Treasurer or other Union designee for each employee, at the same time as the University remits all deductions for

union dues, agency fees, and COPE, made from the wages of employees for the preceding month, along with the information listed below for each employee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Faculty Member to the University Office of Human Resources and the Union.

- a. Job classification;
- b. Department;
- c. Rate of pay and earnings that the dues or agency fee deduction is based on;
- d. Month the deduction is based on;
- e. Employee identification number;
- f. Name; and
- g. If applicable, a reason that dues are not deducted.

Section 12. A Faculty Member shall be free to revoke their dues check-off authorization at any time by notifying the University Office of Human Resources in writing. Following receipt of any check-off revocation, the University shall notify the Union, in writing, of the revocation.

Section 13. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Faculty Member is processed incorrectly, the University will correct the error in the next pay period after being informed of the error by either the Faculty Member or the Union.

ARTICLE 6 – BARGAINING UNIT INFORMATION

Section 1. Within 21 days of the start of the applicable semester/term/module, the University will provide the Union with the following information, where applicable, regarding Faculty Members:

- a. Name, home address, University email, phone number and employee ID number;
- b. Semester first taught at the University;
- c. Length of individual contract;
- d. Percentage FTE designation if applicable;
- e. All courses assigned to the Faculty Member for the semester/term and the department in which the courses are offered;
- f. The salary for the course (for adjunct faculty);
- g. The contract salary (for contract faculty).

ARTICLE 7 – GRIEVANCE, MEDIATION, AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

Section 2. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.

Section 3. General Provisions

- a. Any reference to “days” shall mean calendar days, unless otherwise specified. If the final date falls on a weekend or University observed holiday, the final date shall be the following business day.
- b. Failure by the grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance.
- c. All time limits herein may be extended by mutual agreement expressed in writing.
- d. Failure by the University at any step to communicate its response within the specified time limits shall permit the grievant to proceed to the next step.
- e. Any grievance filed by the Union on behalf of two or more Faculty Members, may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

Section 4. An aggrieved Faculty Member or the Union shall present a grievance within twenty-one (21) calendar days after the grievant became aware of, or reasonably could have known about, the action or act of omission being contested. The grievance must be reduced to writing in a form mutually agreeable to the parties and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

Section 5. The following steps shall be followed in the processing of grievances:

Step 1 The Faculty Member shall file the written grievance with their immediate supervisor. The immediate supervisor shall meet with the Faculty Member and/or Union representative within fourteen (14) calendar days of receipt of the grievance to discuss the grievance. The immediate supervisor shall write an answer within

fourteen (14) calendar days of the meeting. In the event an individual Faculty Member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Step 2 If the grievance is not resolved at Step 1, the Union may file the Step 2 grievance with the Faculty Member's Dean, or the Vice President of the Rabb School of Continuing Studies, or their designee within fourteen (14) calendar days of receipt of the Step 1 response, or within fourteen (14) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean, or the Vice President of the Rabb School of Continuing Studies, or their designee shall conduct a meeting for the purpose of attempting to resolve the grievance as soon as practicable but no later than fourteen (14) days after receipt of the Step 2 grievance. If the grievance is not resolved at this meeting, the Dean, or the Vice President of the Rabb School of Continuing Studies, or their designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. If the Dean, or the Vice President of the Rabb School of Continuing Studies, or their designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Step 3.

Step 3 A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost or their designee within fourteen (14) days of receipt of the Step 2 response, or within fourteen (14) days of the deadline for the Step 2 response, if none was received. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step as soon as practicable but no later than fourteen (14) days after receipt of the Step 3 grievance. If the grievance is not resolved at this meeting, the Provost or their designee shall respond to the Union in writing within fourteen (14) days of the meeting.

Mediation

A grievance not resolved at Step 3 may be processed to mediation by agreement of the University and the Union by giving written notice to the University within twenty-one (21) days of the Step 3 response, or within twenty-one (21) days of the deadline for the Step 3 response, if none was received. Only the Union may process a grievance to mediation. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-eight (28) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall

mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

Arbitration

A grievance not resolved in mediation may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) days of the last mediation session. Only the Union may process a grievance to arbitration.

In such a case, the parties will attempt to agree upon an arbitrator. However, if they cannot agree, then, within fourteen (14) days of the Union's notice of appeal to arbitration, the Union will request a list from the American Arbitration Association or Federal Mediation and Conciliation Service and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
2. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
3. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
4. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University on matters committed to the University's discretion under Article 2 (Management Rights) which are not further abridged by other terms of this Agreement.

The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under applicable federal or state law to challenge the decision and award.

ARTICLE 8 – LABOR-MANAGEMENT COMMITTEE

There will be a Labor-Management Committee with up to five (5) members on each side that will meet at least one (1) time each semester, and once during the first two weeks in June to discuss matters necessary to the implementation of this Agreement and of general

interest to the Faculty Members or the University; additional meetings may be added by mutual consent. These meetings shall not be used for negotiations or to discuss pending grievances. The request for any such meetings shall include a list of the specific matter(s) to be discussed.

ARTICLE 9 – APPOINTMENTS AND ASSIGNMENTS

Appointments and Assignment (for unit members, except percentage-FTE appointments)

Section 1. All appointments and assignments will be made by the Dean or the Vice President of the Rabb School of Continuing Studies, or by another appropriate administrator of the University, following the recommendation of the Unit Head (i.e., the Department Chair, Program Chair/Director, or Associate Dean).

Section 2. The University may initially appoint a Faculty Member to an annual, semester, half-semester, or per term basis. Normally the University will appoint a Faculty Member to a one-year appointment if they will be teaching both semesters.

Section 3. After a Faculty Member has been employed for at least three years and has successfully completed at least three assignments within a four-year period, the Faculty Member will be considered for a two-year appointment. After one two-year appointment, a Faculty Member will be considered for a three-year appointment. These multi-year appointments shall be offered when the hiring unit anticipates stable enrollments in the course(s) in question and anticipates that the faculty member will be assigned to teach the future course(s) in question on the basis of past performance. (Notwithstanding the foregoing, Faculty Members in the Rabb School will be considered for a two-year appointment). The University may appoint a Faculty Member to an appointment less than the prescribed number of years at a given step by mutual agreement of the University and the Faculty Member.

In the case that the qualified Faculty Member is not appointed to a multi-year appointment because of the reasons set forth in Section 9 below, they may continue to be eligible for individual appointments as set forth in Section 2 and be considered upon the faculty member's request for a multi-year appointment as set forth in this Section during subsequent academic years.

Section 4. Except as otherwise specifically provided for in this Agreement, no appointment shall create any right, interest, or expectancy in any further appointments beyond its specific term.

Section 5.

- a. *(All Schools or Colleges, except Rabb School)* Course assignments related to appointments made pursuant to Sections 2 or 3 above shall be determined by the Unit Heads, with input from appropriate committee and governance structures.
- b. *(Rabb School only)* For the Rabb School, the Associate Director of Online Instructional Services shall schedule faculty. The Faculty Member who develops the course shall be given the right of first refusal to teach the course the first time it is offered. Thereafter, the Faculty Member who has developed the most recent version of a specific course shall remain the “Primary Instructor” and is given that right of first refusal to teach the course.
- c. *(Rabb School only)* The Faculty Member who has developed the most recent version of a specific course shall be given good faith consideration to develop subsequent versions of the course, subject to the Faculty Member’s availability. The decision on whether to assign such course development shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 6. Notwithstanding the foregoing, Faculty Members may request not to be considered or appointed to multi-year appointments at the University.

Section 7. Nothing herein shall entitle a Faculty Member to be assigned a particular course or courses, except for the right of first refusal given to Rabb School Faculty Members per Section 5 above. However, Faculty Members may submit what courses they would like to teach and may also indicate their availability to do so as to days of the week and times of the day. In the normal course, the University shall offer course assignments in writing to the Faculty Member at least forty-five (45) days before the start of the assignment, and sooner when possible. Nothing in this article shall preclude Faculty Members from being offered additional courses within forty-five (45) days before the start of the assignment.

Section 8. Once a Faculty Member is given a first multi-year appointment, their course load for the multi-year appointment will be based on projected needs of the department and reasonable consideration of the average number of courses they were assigned to teach for the previous three (3) years. Once a Faculty Member is given a second multi-year appointment, their course load for this and subsequent multi-year appointments will be based on projected needs of the department and the average number of courses they were assigned to teach per year for the previous three (3) years.

Section 9. Both (1) the appointment or reappointment of a Faculty Member to a multi-year appointment and (2) the assignment of available courses to faculty on multi-year

appointments shall be subject to the following considerations (not listed in preferential order):

- a. The Faculty Member's qualifications, including their role in designing the course;
- b. The Faculty Member's teaching performance and evaluations;
- c. The Faculty Member's disciplinary record;
- d. The Faculty Member's preferences and availability as submitted under Section 7 above;
- e. The Faculty Member's length of service at the University;
- f. The Faculty Member's special skills or expertise to contribute to the breadth of offerings at the University
- g. Financial considerations that warrant reduction in teaching staff;
- h. Elimination or downsizing of a department or program; a reduction in the number of courses or sections offered; or other general curriculum and/or course modifications or needs; and
- i. The hiring of a full-time or percentage-FTE Faculty Member or professional staff member or the reassignment of course work to current full-time or percentage-FTE members or professional staff members that has the effect of reducing the need for a Faculty Member's services.

Appointment or reappointment decisions based on subsections (a) through (f) may not be made in an arbitrary and capricious manner for Faculty Members being considered for their first multi-year appointment. Appointment or reappointment decisions based on subsections (a) through (f) shall be made in the University's reasonable discretion for Faculty Members being considered for their second and subsequent multi-year appointments. Appointment or reappointment decisions based on subsections (g), (h), and (i) are at the University's sole discretion and are not subject to the grievance procedure set forth in Article 6.

When the factors in subsections (a) through (d) and (f) through (i) above are deemed relatively equal, Faculty Members shall be assigned courses based on seniority.

Section 10. In the event that the hiring of a full-time faculty member or the reassignment of course work to current full-time faculty members were to result in the nonreappointment of any Faculty Member on a multi-year appointment to the Faculty Member's third or subsequent multi-year appointment, the Faculty Member will normally be given notice by October 1 of their last contract year. If the timing of a decision to terminate the position makes this impossible, the Faculty Member will normally be

granted a single post-termination employment year. The Union agrees that no further effects bargaining will be necessary.

Section 11. The University also agrees that a Faculty Member who is terminated from employment for misconduct or failure to abide by department, School, or University policies and procedures prior to the expiration of any appointment may grieve the termination under the grievance procedure set forth in Article 6 under the standard of just cause.

Cancellation Fees

Section 12. With the exception of Faculty in the Rabb School and summer school courses, if a Faculty Member has a course canceled by the University within thirty (30) days of the start of the first class, the Faculty Member shall receive a course cancellation payment of twenty percent (20%) of the fee that would have been earned for the semester.

If a Rabb School Faculty Member has a course canceled by the University within 7 days of the start of the first class, the Faculty Member shall receive a course cancellation payment of twenty percent (20%).

Faculty covered under this Agreement who teach one of the summer sessions shall receive a course cancellation payment of twenty percent (20%) of the fee that would have been earned for the session if the class is canceled within 7 days of the start of class.

However, a Faculty Member on a multi-year appointment shall be assured full compensation for the guaranteed number of courses set forth in their appointment.

A benefits-eligible Faculty Member shall remain benefits-eligible even if the course cancellation would result in the Faculty Member dropping below the threshold for benefits eligibility.

Percentage-FTE Appointments and Assignments

Section 13. Certain Faculty Members are appointed by a Dean upon recommendation from the Unit Head as part-time, herein called “Percentage-FTE” faculty. They are appointed as a percentage of a full-time faculty, e.g. 50% or 75%. The appointments are solely based on institutional need for ongoing teaching and service. The appointments are normally made based upon a search, and will follow the guidelines for appointment, reappointment, and promotion set forth in the Brandeis University Faculty Handbook dated March 31, 2016, and the Contract Faculty Guidelines dated November 30, 2009, both of which are included in Appendices A and B to this Agreement, except that

appointment lengths shall be in accordance with Section 14 below. The provisions of Section 9 above shall also apply to reappointment to Percentage-FTE appointments. Nothing in this Agreement prohibits the assignment and acceptance of additional courses to percentage-FTE faculty in the College of Arts and Sciences and the International Business School with compensation set to at least the minimum rate established for faculty on per-course individual appointments. For percentage-FTE faculty at the Heller School the compensation per semester-long course would be 25 percent of the nine-month full-time salary.

Section 14. Lecturers and Assistant Professors on multi-year Percentage-FTE appointments shall be appointed to three-year appointments. Senior Lecturers, Associate Professors, and Professors on multi-year Percentage-FTE appointments shall normally be appointed initially to a three-year appointment. Subsequent contracts, if renewed, would normally be five-year appointments for Senior Lecturers, Associate Professors, and Professors on multi-year Percentage-FTE appointments.

In limited cases, subject to factors (a) through (i) in Section 9 above, Senior Lecturers, Associate Professors, and Professors on Percentage-FTE appointments may be appointed to less than a five-year appointment. In this case, the Faculty Member who is given less than a five-year appointment will be eligible to be considered for a five-year appointment at the end of the reduced appointment period.

A Faculty Member on a multi-year appointment shall be assured full compensation for the guaranteed number of courses set forth in their appointment.

A benefits-eligible Faculty Member shall remain benefits-eligible even if the course cancellation would result in the Faculty Member dropping below the threshold for benefits eligibility.

Section 15. There shall be established a joint labor-management committee that reviews course registration and cancellation trends each semester.

ARTICLE 10 – EVALUATIONS

Section 1. Faculty Members being considered for multi-year appointments in the College of Arts and Sciences, International Business School, or Heller School shall be reviewed in the final year of their appointments. The process shall be as follows:

- a. In the fall, the appropriate dean's office shall send a memo to the Unit Head, informing them that a review and recommendation for appointment or

reappointment must be completed for Faculty Members whose appointments are due to expire in the current academic year. Faculty Members are also notified.

- b. The Unit Head establishes the membership of the appointment or reappointment review committee in consultation with the dean. A reasonable cross-section of unit faculty, including both tenure-line and contract faculty (of rank above that of the Faculty Member), should be involved in the review process.
- c. Prior to making recommendations to the appropriate Dean's office, the appointment reappointment committee should decide what materials it will need to request of the Faculty Member in order to enable it to evaluate performance, provided that these materials shall include those specified in Section 2 below. In each case an up-to-date *curriculum vitae* will be requested. The criteria for appointment or reappointment are the key responsibilities of the position as articulated in the Faculty Member's appointment letter.
- d. The Unit Head (or designee) drafts a written report summarizing the committee's findings.
- e. Once the draft report has been reviewed and approved by all members of the committee, it is submitted in its final form to the appropriate dean's office, accompanied by the Faculty Member's self-evaluation (if supplied); *curriculum vitae*; and (updated) job description.

Section 2. Faculty Members being considered for multi-year appointments in the College of Arts and Sciences, International Business School, or Heller School shall include the following items and processes:

- a. A review, conducted by the Faculty Member's Unit Head or their designee, including but not limited to:
 - i. syllabi
 - ii. course materials
 - iii. timeliness of the Faculty Member's submissions (including grades)
 - iv. student evaluations
 - v. student feedback about the Faculty Member's performance made outside the formal end-of-course student evaluation
 - vi. service and advising, where appropriate.
- b. The faculty member may provide a self-evaluation.

- c. An in-person live video, telephone, or face-to-face meeting between the Unit Head or their designee and the Faculty Member upon request by the Faculty Member.

Section 3. Faculty Members being considered for their first multi-year contract in the College of Arts and Sciences, International Business School, or Heller School shall be reviewed per Section 1. Such review shall begin no later than the first day of the spring semester of the qualifying year.

Section 4. Faculty Members on a one-year-or-less appointment being considered for an additional appointment in the College of Arts and Sciences, International Business School, or Heller School shall be reviewed on the basis of the following, including but not limited to:

- i. Syllabi
- ii. Course materials
- iii. Timeliness of the Faculty Member's submissions (including grades)
- iv. Student evaluations

The Faculty Member may provide a self-evaluation. The Faculty Member may request an in-person live video, telephone, or face-to-face meeting with the Unit Head or their designee.

Section 5. Faculty Members in the Rabb School of Graduate Professional Studies (GPS) shall be evaluated as follows:

- a. An assessment of course content by the Faculty Member's Program Chair before the course goes live.
- b. A review, three (3) times per session, by the Associate Director of Online Instructional Services, to ensure Faculty Members are meeting the basic GPS standards around complete course materials, instructor engagement, and grading. These standards are included in Appendix C to this Agreement. A summary of the reviews will be sent to the Faculty Member within four weeks of the conclusion of the session.
- c. Ongoing feedback for Faculty Members throughout the session.
- d. The faculty member may provide a self-evaluation.
- e. A review, conducted by the Associate Director of Online Services, of student evaluations and student feedback about the Faculty Member's performance made outside the formal end-of-course student evaluation.

- f. An in-person or live video or telephone meeting between the Director of Online Learning and Instructional Design and the Faculty Member, upon request of the faculty member.

Section 6. In its communication to students related to completing course evaluations, the University shall include a note informing students that these evaluations are used in part to determine Faculty Members' compensation, appointments, reappointments, course assignments, and promotions.

Section 7. Percentage-FTE faculty may fill out an annual Faculty Activity Report (FAR) and submit it to their supervisor in the same manner as full-time faculty. Nothing in this article precludes the University from offering faculty members salaries above the minimums set forth in Article 12 based on their performance and reflected in their FAR. Similarly, there is no requirement that the University offer a raise to a faculty member based on their FAR.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT FUND

Section 1. The University shall continue the Professional Development Fund through which a Faculty Member may apply for funding for professional development opportunities or resources that support their teaching at Brandeis.

Section 2. Effective the beginning of each fiscal year the University shall contribute twenty-five thousand dollars (\$25,000.00) to the Professional Development Fund each fiscal year. Any unused funds in one fiscal year shall not roll over to the next fiscal year.

Section 3. To be eligible for Professional Development funds, a Faculty Member must teach a minimum of one (1) course during the year in which the Faculty Member applies for Professional Development funds, and the Professional Development funds must be spent within that year. Eligible Faculty Members should have taught for at least one year at Brandeis prior to applying for these funds. In order to receive funding, eligible Faculty Members shall submit a request stating the expenses for which they are requesting reimbursement and how the opportunity or resource will enhance their professional development and, thereby, their teaching, advising, and mentoring at the University. A Faculty Member may be approved to receive up to two thousand five hundred dollars (\$2,500.00) in a fiscal year.

Section 4. Request for funds shall be submitted to a subcommittee of the parties' LaborManagement Committee, with an equal number of members from the Union and the University, once each semester. If money remains in the fund after the two initial rounds of applications, the subcommittee will open the fund to another round

of applications in the late spring or early summer. The subcommittee, in coordination with University administration, shall ensure the third round of applications is completed before the end of the fiscal year.

Faculty on multi-year contracts may apply to the fund before the first round of applications opens in the Fall semester if they intend to use the fund to cover expenses that will occur after the end of the prior fiscal year but before the first round of applications for the current fiscal year will open.

Section 5. In addition to the foregoing, Faculty Members shall continue to be eligible for all grants and awards for which they are eligible at the time of ratification of this Agreement under the terms and standards developed for those programs.

ARTICLE 12 – COMPENSATION

Section 1. The University will maintain minimum per-unit rates for all courses taught by Adjunct Faculty Members and minimum FTE salary bases for all Percentage-FTE Faculty Members. When courses are co-taught, payment to each Faculty Member will be on a pro rata basis of the full unit rate or FTE salary base.

Section 2. Any Adjunct Faculty Member who has taught courses in five (5) academic years and is hired for subsequent semesters will be placed at Step 2.

| Academic Year | Step* | Minimum Per-Unit Rate | Salary Base for Percentage-FTE Faculty |
|----------------------|--------------|------------------------------|---|
| 2022/23 | 1 | \$1,970.53 | \$58,395.73 |
| | 2 | \$2,201.12 | |
| 2023/24 | 1 | \$2,024.72 | \$60,001.62 |
| | 2 | \$2,261.65 | |
| 2024/25 | 1 | \$2,080.40 | \$61,651.66 |
| | 2 | \$2,323.85 | |

*Step 1 includes faculty with 5 or fewer years of active service. Step 2 includes faculty with 6 or more years of active service. Unit refers to 1 credit unit and salary bases for %-FTE Faculty refer to 100% of a full time nine-month faculty appointment.

Section 3. Faculty Members currently at or above the minimum per-unit rate or FTE salary base will continue to be paid above the minimum. Pay will not be adjusted downward due to newly negotiated minima. This includes courses in which the number of units offered are reduced during the term of this Agreement without an actual reduction in workload.

Section 4. Effective July 1st of each academic year, beginning with the Fall 2020 semester, all Faculty Members will have their pay raised to the minimum per-unit rate or FTE salary base, or receive across-the-board increases of: Year 1 – 2.75%, Year 2 – 2.75%, and Year 3--2.75%.

Section 5. There may be occasions where the department chair or designee asks the Faculty Member to undertake a voluntary assignment in addition to teaching or other service that they have contracted to undertake. If the Faculty Member chooses to undertake the additional assignment, the department chair will determine in their discretion the appropriate compensation for such work. The faculty member shall be under no obligation to take such assignment, except that the following rates for the additional assignments listed below shall be in effect for the 2017-18 academic year. After that, the rate for each assignment listed below shall be that paid to faculty outside the bargaining unit or that listed below, whichever is greater:

| | |
|--|---------------------------|
| Senior Honors Thesis Advisor (2 Semesters) | \$550 |
| Masters Thesis Advisor (2 Semesters) | \$550 |
| Rabb New Course Design | \$3,000 |
| Rabb Refresh Course | \$1,500 |
| Heller Masters Practicum and Team Consulting Advisor | \$550 |
| Heller Ph.D. Committees (minimum of 3 committees to be eligible for payment) | 10% of 9-month FTE salary |

Time-Sensitive Agreements

Section 6.

The Union and University agree to reopen the contract on March 1, 2023 for the limited purpose of determining compensation for credit-bearing practica in Arts and Sciences.

Faculty who teach in the 2022/23 academic year will receive additional supplemental pay on top of their per-unit or %FTE rate. The additional payment received by these faculty will be equal to \$50 per credit they teach. This supplemental payment will not be added to their base salary for the purposes of calculating future raises. The bonus (supplemental) payments will be made at a mutually agreeable time, as determined between the Union and the University.

ARTICLE 13 – BENEFITS

All Faculty Members shall continue to be eligible for benefits on the same terms as exist effective with the ratification of this Agreement.

The University shall provide Faculty Members with Paid Family and Medical Leave (PFML) benefits on the same basis as such benefits are provided to non-union faculty of the University. These benefits may be subject to change at the University's discretion, so long as the same changes are made for non-union faculty of the University. This is to include both plan design and contributions. These benefits shall be compliant with Massachusetts law and will meet or exceed the level of benefits provided by the Massachusetts PFML statute.

ARTICLE 14 – OPEN FULL-TIME AND PERCENTAGE-FTE POSITIONS

Section 1. Openings for full-time or percentage-FTE positions will be posted and advertised in accordance with normal University procedures and policies. In addition, Faculty Members shall be notified by their Unit Head via department posting or other means whenever an open full-time or percentage-FTE position is available for their department.

Section 2. For open full-time positions, Faculty Members who apply will be given the same good faith consideration as other candidates provided they meet the minimum qualifications of the position.

Section 3. In the event that a Faculty Member interviews for but does not receive an appointment to the open full-time or percentage-FTE position, the Faculty Member may request a meeting with the Dean/Vice President or their designee within seven (7) days of the announced hiring of the full-time or percentage-FTE faculty member. The meeting shall occur as soon as practicable but no later than 30 days after the request. At the meeting, the Faculty Member may inquire, and the Dean or their designee will provide reasons, why the newly hired full-time or percentage-FTE faculty member was hired instead of the Faculty Member. Neither the Union nor the Faculty Member may file a grievance over this decision.

ARTICLE 15 – COMMUNITY INCLUSION

Section 1. All Faculty Members may attend and participate in Faculty Meetings.

Section 2. Faculty Members on multi-year contracts and percentage-FTE faculty members shall be invited to attend and participate in departmental/program and college/school meetings as appropriate to rank. Faculty Members not on multi-year contracts may be invited to attend and participate in department/program and college/school meetings as appropriate to rank.

Section 3. Faculty Members shall receive all emails sent to Brandeis faculty email distribution lists.

Section 4. The university shall provide a designated room which part-time faculty may utilize to meet with students.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

Section 1. Discipline may include verbal warnings, written warnings, unpaid suspensions, or discharge. A Faculty Member will not be disciplined, suspended, or discharged without just cause.

Section 2. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Faculty Member must comply.

Section 3. Discharge for purposes of this Agreement shall mean the termination of a Faculty Member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a Faculty Member nor does it mean the failure to offer an appointment to a Faculty Member.

Section 4. Discipline for purposes of this Article shall not include performance reviews.

Section 5. At the discretion of the University, a Faculty Member may be placed on administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Such administrative leave shall be paid. Being placed on administrative leave is not itself a disciplinary action.

Section 6. A Faculty Member may request that a Union representative be present at any investigatory meeting that the Faculty Member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such request shall not be unreasonably denied.

ARTICLE 17 – EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

Section 1. It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status, or any other characteristic protected under applicable federal or state law. It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion.

Section 2. The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse, and inclusive.

Section 3. The University shall not discriminate against any Faculty Member on the basis of Union membership status or Union activity.

Section 4. For the purpose of this article, the time limit for filing a grievance shall be 300 days from the date of the alleged harassment.

Section 5. By filing a charge of discrimination with the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, the Faculty Member waives their right to or file a grievance under this article, and vice versa.

ARTICLE 18 – HEALTH AND SAFETY

Section 1. The University shall provide Faculty Members with safe working conditions and workplace protections that meet OSHA standards and other applicable state or federal regulations governing workplace safety. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.

Section 2. A Faculty Member must comply with all applicable health and safety OSHA regulations.

ARTICLE 19 – PERSONNEL FILES

Section 1. The University will maintain personnel records for Faculty Members. A Faculty Member may review their personnel file in accordance with applicable state law.

Section 2. With the permission of the Faculty Member, Union representatives may be present at the review and examine the documents.

Section 3. Neither the Faculty Member nor the Union representative may remove any documents or items from the file.

ARTICLE 20 – PAYDAY

Section 1. A Faculty Member shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the Faculty Member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. Faculty Members shall receive an itemized pay stub, in paper or electronic form at the University's discretion. The precise payday shall be the same day set for others in the University who are similarly situated.

Section 3. The University pays employees through Direct Deposit. Faculty Members are required to provide their bank information in order for pay to be electronically deposited.

ARTICLE 21 – NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, or any extension thereof, the Union, its representatives, agents, and members, will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, withholding or delaying any grades, academic evaluations, or other documents, nor shall any faculty members engage in such conduct.

Section 2. Any faculty member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the faculty member violated this Article is subject to challenge under the Grievance Procedure of this Agreement. However, the University's decision to discipline, suspend, or discharge a faculty member for such violation shall not be subject to challenge under the Grievance Procedure.

Section 3. In the event that any faculty member violates the provisions above, the Union shall immediately inform such faculty member(s) through all reasonable means that such action is prohibited under this Agreement and that such faculty member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the faculty member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within 24 hours of notice to the Union from the University that there has been a violation of this Article.

Section 4. During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the faculty members covered by this Agreement.

ARTICLE 22 – SEPARABILITY

If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

In such event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

ARTICLE 23 – ANTI-WAIVER

Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same nonperformance or violation in the future.

ARTICLE 24 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification to June 30, 2025. It shall continue from year-to-year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight of June 30, 2025 unless renewed or extended by mutual written agreement signed by the parties.

Tentative Agreement reached September 27, 2022.

FOR BRANDEIS UNIVERSITY:

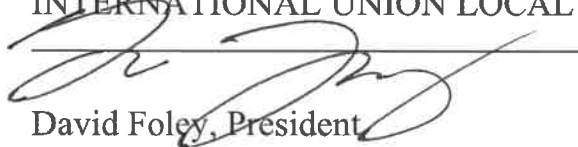


Carol A. Fierke, Provost

Date: 3/20/2023

FOR SERVICE EMPLOYEES

INTERNATIONAL UNION LOCAL 509, CtW:



David Foley, President

Date: 3/21/23

APPENDIX A - FACULTY HANDBOOK (MARCH 31, 2016 VERSION)

For the March 31, 2016 version of the Brandeis University Faculty Handbook, visit http://brandeisfacultyforward.org/wpcontent/uploads/2017/04/faculty_handbook_march_2016.pdf

APPENDIX B - CONTRACT FACULTY GUIDELINES (NOVEMBER 30, 2009 VERSION)

For the November 30, 2009 version of the Brandeis University Contract Faculty Guidelines, visit http://brandeisfacultyforward.org/wp-content/uploads/2017/04/Contract_faculty_guidelines_approved_113009.pdf

APPENDIX C - RABB GPS ONLINE COURSE STANDARDS

COURSE STANDARDS: DESIGN

Instructors must consult with an instructional designer assigned by the Division of Graduate Professional Studies during the development of a new course or the redevelopment of an existing course. The instructional designer will:

- Collaborate with the instructor to develop a mutually agreeable project timeline
- Review proposed course materials, activities, and assessments to ensure alignment to course- and program-outcomes
- Consult with the instructor on best practices for online course design, including the creation and selection of effective learning resources, activities, discussions, and assessments/assignments
- Assist the instructor in the adoption of educational tools and technologies to best support instructional goals
- Review course syllabus for clarity and adherence to GPS standards

Instructors must create a course syllabus that follows the current GPS Syllabus Template.

- All sub-sections of the GPS Syllabus Template should be incorporated, including late policies, online participation rubrics, and class schedule.

Regarding online course participation:

- Require students to post original substantive responses to at least one Discussion Question per week. Elements of an original response that constitute a “substantive” post must be defined clearly; for example, 200-300 words, drawing from readings and experience, etc.
- Require students to post at least two substantive replies to posts of other students. Elements of replies that constitute “substantive” must be defined, as described above.
- Define the Participation component of the course Grading Criteria ranging from 30-50% of the student’s final grade.
- Require that student posts be made on at least three different days of the course week.

The standard online course week is **Wednesday through Tuesday**.

The workload expectation for students in GPS online graduate courses is 10 to 15 hours per week.

GPS online course syllabi must include educational outcomes that indicate what the student will be expected to do upon completion of the course and weekly objectives that indicate what they are expected to do or demonstrate upon the completion of each week.

Instructors must post weekly instructor-authored content. The content must support and enhance any other required readings for the course, it must include the author's experiences and perspectives on key points, and it must align with the associated weekly outcomes.

Instructors must create assignments and assessments that map to course and weekly outcomes.

- At least one assignment contributing 15-20% of the student's final grade must be graded prior to week five of the course.
- Each assignment must contain clearly defined instructions and grading rubrics which outline the criteria, grade range, and specific performance characteristics arranged in levels indicating the degree to which a criteria has been met.
- No more than 30% of the student's final grade may involve cognitive assignments/assessments (e.g., multiple choice exams). Emphasis should be placed on project-based or authentic assessments that allow students to apply concepts using real-world projects or case studies.

TEACHING STANDARDS: INSTRUCTION & DISCUSSION FACILITATION

Instructors must uphold all instructional policies noted in the Division of Graduate Professional Studies Instructor Policy Manual.

Instructors must post a Welcome Session (either synchronous or recorded) within the first week of the course to review the syllabus, course expectations, and start-of-term questions.

Instructors must promptly post a "Welcome to Week X" message, "Week X Recap" message, and "Grades Posted" announcement (in text, audio, and/or video format) to the Course Announcements forum.

Regarding Online Discussions:

- Instructors must actively engage in the weekly discussions (for example: share the instructor's experiences and perspectives; probe students with follow-up questions; highlight or summarize key learning points; answer student questions).
- If an emergency arises and an absence of more than two days is necessary, the Division of Graduate Professional Studies must be notified so that coverage for the course may be arranged if necessary.

Office Hours (times of availability for student questions and feedback) must include at least 3 specified hours per week. Office hours may be conducted via phone or synchronous tool.

TEACHING STANDARDS: LATTE COURSE SITE

Instructors must retain the format of the standard GPS Course Shell.

Visibility

All weekly modules may be visible to students at the course start date.

- If this is done, instructors should adjust assignment settings so that assignment descriptions are available (visible) to students at pre-defined availability dates listed in the syllabus, corresponding to the time frames when the assignment concepts are addressed by the course content and discussions.

At least material for weeks one through three must be posted before the start of the course.

Throughout the course, at least three rolling weeks of content should be visible at any point (the current and two future weeks)

Instructor Information & Virtual Office Hours

Instructors must post their instructor information including virtual office hours to the course home page in LATTE.

Assignments

Course assignments are clearly mapped to related course and weekly outcomes. (e.g.: "Course Outcome #" should appear in parenthesis next to the assignment name/description on the syllabus, for each assignment).

The course syllabus or related addendum must contain descriptions of all course assignments and their weight toward the student's final grade.

The LATTE Assignments utility must be used for students' submission of assignments rather than personal email.

The LATTE Gradebook utility must be used so that students can view their grades on assignments (including participation) and the course overall.

For online participation, the standard weekly Participation Feedback assignments must be used.

TEACHING STANDARDS: GRADING & FEEDBACK

Instructors must promptly post participation grades (within 7 days of a week's closing) for their students with specific individualized comments explaining each deduction.

Instructors must promptly return graded assignments to the students with specific comments explaining each deduction, following the defined rubrics (within 7 days of the assignment due date). Any individual Instructor who cannot return assignments within 7 days may request an exception from the Director of Faculty Operations, who will review and permit reasonable exceptions.

Instructors must post individualized and detailed feedback via the assignment utility and gradebook for each student for each assignment /weekly discussion. Feedback should outline the specific details of the areas in which students were most successful, and those areas needing improvement.