Memorandum of Agreement
COVID-19 Pandemic Responses / Fall Semester 2020

The terms and provisions in Sections I-IV below are applicable only to courses offered for Fall Semester 2020 at the Massachusetts Community Colleges in both the Day and DCE programs. Unless otherwise modified below, the terms and provisions of the Day Unit Collective Bargaining Agreement, the DCE Unit Collective Bargaining Agreement, and the Distance Education Agreement remain in effect.

I. Glossary For Purposes of this Agreement Only

Face-to-Face: A class/course in which the instructor and the students are in the same physical location.

Online: A class or course conducted under the Distance Education Agreement and subject to the terms thereof.

Temporary Remote: A class/course originally intended to be face-to-face but which no longer is able to be conducted face-to face due to health concerns of the international COVID-19 pandemic. The instructor has academic freedom in how the course content is provided to the learners.

II. Distance Education Agreement Online-Compensation

The BHE/Colleges agree that faculty who are assigned to adapt a course online under the Distance Education Agreement in Fall Semester 2020 shall be compensated for the adaptation and any training pursuant to the Distance Education Agreement.

III. Temporary Remote Course Training and Modification

As the colleges need to move into an increased virtual instruction presence to conduct courses in light of the COVID 19-Pandemic, instructors teaching, in whole or in part, temporary remote courses using videoconferencing or other virtual learning modalities, must complete the training prescribed by the College (which may include "refresher" training for those faculty that have previously received training for remote classes in Spring 2020 or Summer 2020). This includes any faculty teaching a synchronous or videoconference course, temporary remote hybrid/videoconference course or a videoconference/face-to-face course.

1. For the modification of a Day Faculty member's formerly face-to-face courses to temporary remote courses and any required training, the College shall pay Day Unit faculty members as follows:

   For the first section of one specific course, the college shall pay $125 per credit for the first four credits of the course and $80 for any remaining credits of the course. If that first section of one specific course is three credits, then the college shall pay $125 per credit for three credits. The course compensated at $125 per credit shall be the course with the highest

number of credit hours on a faculty member's schedule/workload computation form. For subsequent courses taught by a faculty member, the college shall pay $80 per credit; the college shall not pay for subsequent sections of the same course regardless if the college paid $125 or $80 per credit for the first section.

In lieu of compensation per credit, by mutual agreement a college may give the faculty member reassigned time or a workload reduction. All temporary remote courses taught by faculty in the Day Unit shall be counted as didactic or seminar courses on the workload form.

2. For the modification of a DCE Faculty member's formerly face-to-face courses to temporary remote courses and any required training, the College shall pay DCE Unit faculty members as follows:

   For the first section of one specific course the college shall pay $125 per credit for the first four credits of the course and $80 for any remaining credits of the course. If that first section of one specific course is three credits, then the college shall pay $125 per credit for three credits. The course compensated at $125 per credit shall be the course with the highest number of credit hours. For subsequent courses taught by a faculty member, the college shall pay $80 per credit; the college shall not pay for subsequent sections of the same course regardless if the college paid $125 or $80 per credit for the first section.

   Day Unit members who also teach as a DCE instructor shall not be eligible for the above DCE per credit stipends for a course(s) that they teach in both the Day and DCE programs for the Fall 2020 semester.

3. Any payments made by a College to a Day or DCE Faculty member prior to the date of this Agreement for training or remote course modification for courses in Fall 2020 shall be credited to the payments set forth in this Section III's Paragraphs 1 and 2 above. The college shall demonstrate that previous compensation was for the Fall 2020 Semester and not Spring 2020 or Summer 2020.

4. Training for temporary remote courses shall be conducted virtually or remotely.

5. Scheduled trainings for temporary remote courses shall be announced and made available on a voluntary basis to all DAY and DCE faculty who do not have courses for the Fall 2020 semester on a space available basis. Faculty who are voluntarily attending shall not be compensated.

6. Nothing in this agreement will preclude a unit member from being assigned to adapt a temporary remote course to an online course and being compensated under the Distance Education Agreement at a later date.

7. Faculty may also be assigned coaching sessions with a designated mentor and/or faculty fellow to improve their ability to use the videoconferencing tools. Such mentors or fellows,

including both Day and DCE unit members, shall be compensated for their service either as workload/reassigned time and/or contractual compensation.

8. If unable to demonstrate proficiency in technology associated with their temporary remote courses as determined by the College in its discretion, a faculty member may be required to take additional training.

9. Multiple training sessions/programs shall be offered in the time frame of June through August, 2020 to offer faculty several opportunities for training in advance of their course preparation.

10. The parties agree that nothing in this Agreement shall prevent a College from compensating faculty for temporary remote course training and/or modification at a higher rate. Furthermore, nothing in this section shall prevent or prohibit discussions consistent with this Agreement between Colleges and local Chapters regarding Fall Semester 2020.

11. Any additional training not related to the teaching of a temporary remote course shall be conducted and compensated pursuant to the terms of the Day Unit and DCE Unit collective bargaining agreements.

IV. Evaluations

A. All faculty teaching online shall be evaluated in accordance with the Distance Education Agreement.

B. In the event a Day faculty member has not achieved tenure and/or is eligible for tenure or change in rank consideration in Academic Year 2020-2021, such faculty shall be evaluated by students for all fall 2020 face-to-face/temporary remote courses utilizing the form in Appendix A. Where feasible, the student evaluation process will be conducted electronically via a link faculty shall distribute to students. Individual Colleges will notify the union regarding the manner in which evaluations shall be conducted.

C. All DCE faculty teaching temporary remote courses under this Agreement shall be evaluated in accordance with the DCE Collective Bargaining Agreement utilizing DCE-E2 (Division of Continuing Education-Evaluation of Instructor). Where feasible, the student evaluation process will be conducted electronically via a link faculty shall distribute to students. Individual Colleges will notify the union regarding the manner in which evaluations shall be conducted.

D. Faculty teaching temporary remote courses shall provide appropriate access to their scheduled classes in order to facilitate the conducting of such classroom observations. Classroom observations of asynchronous courses shall be conducted pursuant to each Colleges' practices regarding classroom observations of online asynchronous classes under the Distance Education Agreement.

V. Seniority

The BHE/Colleges agree that any DCE faculty member currently with seniority in the DCE unit will not lose any previously accrued seniority under Article X if they do not teach a class in Fall 2020; such DCE unit members shall not lose any previously accrued seniority unless they would otherwise lose seniority and do not teach a class before January 2022.

VI. Other Terms

A. Any full or part-time Day or DCE Faculty who was unable to perform instructional responsibilities including lab or clinical duties in Spring 2020 and received pay for such an assignment/workload shall continue to be responsible for completing the obligations of their employment contract and subject matter content with the prior approval of the College. In the event applicable State guidelines require a College to assign a faculty member to perform additional lab/clinical hours to complete Spring 2020 course obligations, the College shall compensate the faculty member at the applicable hourly rate. If such work is not completed by August 31, 2020, exclusive of incompletes, the parties agree to confer on the matter. This provision shall not be construed as an extension of the Academic Year per the pertinent provisions of the collective bargaining agreements. Furthermore, in the event applicable State guidelines require a College to assign a faculty member to perform additional lab/clinical hours for Fall 2020 course obligations, the College shall compensate the faculty member at the applicable hourly rate.

B. The BHE/Colleges agree that they shall not contest unemployment insurance claims filed by the MCCC DCE unit members who submitted a teaching availability form for Fall 2020 and/or were offered a tentative appointment to teach a course(s) and due to the current health pandemic such course were cancelled by the College, except in instances where the unit member was dismissed for cause.

VII. Agreement Final and Non-Precedential

Nothing in this Agreement shall be deemed precedential and the MCCC shall not file or support the filing of any charges or grievances in connection with the agreements above except to enforce the terms thereof.

Appendix A
Temporary Remote Evaluation of Instructor

Course Number:_____ Instructor: _____

Please read first: The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and fill in one circle per line.

	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor	0 Very Poor	N/A
1. The course as a whole was:	○	○	○	○	○	○	○
2. The course content was:	○	○	○	○	○	○	○
3. The instructor's contribution to the course was:	○	○	○	○	○	○	○
4. The instructor's effectiveness in teaching the subject matter was:	○	○	○	○	○	○	○
5. How well did the course meet the published course description?	○	○	○	○	○	○	○
6. How well were the course goals explained?	○	○	○	○	○	○	○
7. To what extent did you learn what you were supposed to learn in this course?	○	○	○	○	○	○	○
8. How well organized was the course?	○	○	○	○	○	○	○
9. How well prepared was the instructor?	○	○	○	○	○	○	○
10. How well did the instructor explain the material?	○	○	○	○	○	○	○
11.How well did the instructor understand the course subject matter?	○	○	○	○	○	○	○
12. How well did the instructor's teaching help you learn?	○	○	○	○	○	○	○
13.How well did the instructor make you think about what you were learning?	○	○	○	○	○	○	○
14.How well did the instructor provide an opportunity for student questions?	○	○	○	○	○	○	○
15. How well did the instructor answer questions so that students could better understand the material?	○	○	○	○	○	○	○
16. How well were students given the opportunity to participate actively in class?	○	○	○	○	○	○	○
17. How well did the instructor help you when you asked for help?	○	○	○	○	○	○	○
18.How well did the instructor start and end class at the scheduled times?	○	○	○	○	○	○	○
19. How effective was the instructor?	○	○	○	○	○	○	○
20.How well did the extra course materials help you learn?	○	○	○	○	○	○	○
21. What do you think your grade for this course will be?	○ A	○ B	○ C	○ D	○ F	○ unsure	○ N/A
22. Approximately how many hours a week have you spent on this course?	○ 0-1	○ 2-5	○ 6-10	○ 11-15	○ 16-20	○ more than 20	

For the BHE:

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Date: July 23, 2020

For the MCCC:

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