

MEMORANDUM OF AGREEMENT
Between the Massachusetts Community College Council – DCE Unit and the
Massachusetts Board of Higher Education/MA Community Colleges

The terms below are applicable only to courses offered for Summer 2020 sessions at the Massachusetts Community Colleges in the Division of Continuing Education. Unless otherwise modified below, the terms and provisions of the applicable DCE Collective Bargaining Agreement remain in effect.

1) **Glossary of Terms** for 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.

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.

2) **Compensation / Training**

A. The BHE/community colleges agree that faculty who are assigned to adapt a course online under the Distance Education Agreement in Summer 2020 shall be compensated pursuant to the Distance Education Agreement.

B. The BHE/community colleges agree that compensation for required training (which may include ‘refresher’ training for those faculty that have previously received training for remote classes in Spring 2020), as determined by the College, to teach a remote course in Summer 2020 shall be paid \$100. Any additional training not related to the teaching of a remote course in Summer 2020 shall be made pursuant to the terms of the DCE bargaining agreement including, but not limited to, Article 13.01. Nothing in this paragraph shall prevent a college from compensating faculty for remote class training at a higher rate. Nothing in this paragraph shall prohibit discussions consistent with this Agreement between Colleges and local Chapters regarding Summer 2020. The parties agree that nothing in this paragraph shall be deemed precedential.

3) **Seniority**

A. The BHE/community colleges agree that any faculty member currently with seniority in the DCE unit, who submitted an availability form or was assigned a course for Summer 2020, will not lose any previously accrued seniority under Article X, regardless of whether they teach a class in Summer 2020; such DCE unit member shall not lose any previously accrued seniority unless they would otherwise lose seniority and do not teach a class before January 2021. Those DCE unit members who have taught only courses during the Summer, since Summer 2017, who have submitted an availability form or were assigned a course for Summer 2020, will not lose any

previously accrued seniority regardless of whether they teach a class in Summer 2020; such DCE unit member shall not lose any previously accrued seniority unless they would otherwise lose seniority and do not teach a class before September 2021.

B. The BHE/community colleges agree that any faculty member who has taught classes in the DCE unit, but not yet earned seniority under Article X, shall be held harmless and not lose their accrued classes taught toward seniority unit as set forth in Article 10.02. If they taught 3 or 4 courses over the most recent three consecutive fiscal years as of September 1, 2020, they shall be placed on the seniority list if they teach a fifth course in the Fall 2020 semester, and have received a satisfactory evaluation in a work area. Those DCE unit members who have taught only courses during the Summer, since Summer 2017, who have submitted an availability form or were assigned a course for Summer 2020, will not lose any previously accrued seniority regardless of whether they teach a class in Summer 2020; such DCE unit member shall not lose any previously accrued seniority unless they would otherwise lose seniority and do not teach a fifth course before September 2021, and have received a satisfactory evaluation in a work area.

4) Evaluations

The BHE/community colleges agree that the colleges shall not conduct or consider student evaluations nor perform classroom observations for classes during Summer 2020.

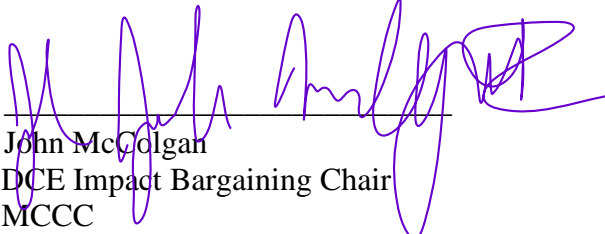
5) Other

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

For the BHE:

/s/ Michael J. Murray
Michael J. Murray, Esq,
Director of Employee and
Labor Relations
Massachusetts Department of
Higher Education
Date:

For the MCCC:



John McCoolgan
DCE Impact Bargaining Chair
MCCC

Date: 5/5/2020