

## **MEMORANDUM OF AGREEMENT**

This agreement by and between the Massachusetts Community College Council/DCE//MTA/NEA (Association) and the Board of Higher Education/ Community Colleges (Colleges) is entered into on September 24, 2020 in full resolution of SUPL- 19-7678, AAA 01-19-0002-4157 (Holyoke Chapter), AAA 01-19-0002-4241(Stoddard) and any arbitrations that pertain to 10.13 filed or that could have been filed as of this date. The Parties hereby agree as follows:

1. On a temporary basis, and in conjunction with the Coronavirus pandemic, the Community Colleges shall not consider any authorized leave of absence requested and granted commencing with the Summer of 2020 through the Spring Semester of 2021 as disrupting the anticipation of continuing to receive a tentative appointment and assignment of a second course for the next semester at the College pursuant to Article 10.13 of the parties' Collective Bargaining Agreement.
2. On a temporary basis, and in conjunction with the Coronavirus pandemic, the Community Colleges shall not consider a course or courses that have been offered and accepted and then cancelled commencing with the Fall of 2020 through the Spring Semester of 2021 as disrupting the anticipation of continuing to receive a tentative appointment and assignment of a second course for the next semester at the College pursuant to Article 10.13 of the parties' Collective Bargaining Agreement.
3. On a temporary basis, and in conjunction with the Coronavirus pandemic, if a faculty member did not teach any course, or taught only one course, per semester for Fall 2020 and/or the Spring Semester of 2021, that will not disrupt any anticipation of continuing to receive a tentative appointment and assignment of a second course for the next semester at the College pursuant to Article 10.13 of the parties' Collective Bargaining Agreement.
4. The MCCC shall not file or certify for arbitration any grievance alleging a violation of Art. 10.13 as contained in 2018-2020 collective bargaining agreement which arises between Summer 2020 through the Spring Semester of 2021.
5. This agreement establishes no liability, sets no precedent, and may not be introduced in any proceeding or forum except to enforce its terms.
6. The parties agree that either party may raise proposals related to Article 10.13 in upcoming successor DCE bargaining negotiations and agree to bargain in good faith over such proposals.
7. The Board hereby withdraws SUPL 19-7678.
8. The MCCC hereby withdraws AAA 01-19-0002-4157 (Holyoke Chapter) and AAA 01-19-0002-4241 (Stoddard), and shall maintain in abeyance any pending mediations (except for the Leah Russell mediation request dated 9/1/19) relative to Article 10.13 of the parties' Collective Bargaining Agreement through the conclusion of successor DCE negotiations.

9. The parties agree to add the pending Leah Russell mediation request dated 9/1/19 to the DCE mediation scheduled on November 18, 2020.

For MCCC,

/s/ Margaret Wong

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Margaret Wong, President

/s/ Joseph Rizzo

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Joseph Rizzo, DCE Grievance Coordinator

For the Board,

*/s/ Michael J. Murray*

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Michael J. Murray,  
Director of Employee and Labor Relations

*Carol Wolff*  
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Carol Wolff Fallon, Labor Counsel