

**Memorandum of Agreement**  
**Between the Massachusetts Board of Higher Education**  
**And the**  
**Massachusetts Community College Council Division of Continuing Education**  
**For a Successor Collective Bargaining Agreement Covering**  
**September 1, 2024 – August 31, 2026**

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts Community College Division of Continuing Education bargaining unit (the “Union”) (collectively “the Parties”).

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2023-2024 Agreement) which has remained in full force and effect by agreement of the parties; and

WHEREAS, the parties have agreed to a new two (2) year successor agreement to the 2023-2024 Agreement (the 2024 - 2026 Agreement) consistent with this Memorandum of Agreement which shall supersede the 2023-2024 Agreement; and

WHEREAS, the parties wish to memorialize and give effect to the terms of the agreements reached by the parties;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1. General**

This Agreement is contingent upon the ratification of the Agreement by DCE Unit members and all pertinent Board and State Officials including, but not limited to, those set out in M.G.L. c. 150E Section 7.

The provisions of the 2023-2024 Agreement and its attached Appendices and Memoranda of Agreement shall be incorporated into the 2024-2026 Agreement except as amended herein.

**2. Article 6**

Insert new Article 6.04 as follows (note: this language was previously located in Article 13.01 and has been relocated to Article 6.04):

**6.04 Textbooks**

A unit member has full freedom in the selection of textbooks in accordance with Article VI, except:

- a. In late hiring in which case the faculty will use the existing textbook unless the College approves a request to use an alternative textbook.
- b. Where past practices provide for the selection of textbook by the department provided that DCE unit members have the right to participate at their initiative in the departmental selection of texts, where possible.

### 3. **Article XIII – Workload**

#### **13.01 Definition**

Workload shall consist at a minimum of:

1. instruction in both traditional and non-traditional learning modes
2. instructional preparation;
3. using the learning management system designated by the College for the posting of the syllabus (DCE-E1-inclusive of checklist items). The College shall not access the course shell(s) of unit members maintained on the learning management system except in the event of the faculty member's incapacitation, extended non-responsiveness, or extended unavailability. The unit member shall retain all proprietary interests and rights under applicable law in the course shell materials posted by the unit member on the learning management system;
4. assessment of student performance, including informing students of their grades throughout the semester, and submission of final grades in a reasonably timely fashion as required by the College;
5. an obligation on the part of the unit member to be available to students by appointment when mutually convenient;
6. report enrollment verification as required by applicable federal and/or state law or regulation;
7. not more than one faculty meeting per session. A College shall authorize in advance and in writing payment of \$40 for additional required all-College, all-Department or all-Division meetings and required training; provided no payment shall be authorized for voluntary attendance at such meetings. This payment applies only to the above circumstances and explicitly excludes all other meetings and circumstances including, but not limited to, meetings with deans and other supervisors, meetings related to the preparation of class materials, meetings with students, meetings with colleagues, and/or any meetings pertaining to evaluations, performance, discipline and/or grievances. The above shall not apply to state mandated ethics on-line training and/or review of policies and/or procedures that are not part of a required training. A required training in excess of four (4) hours shall be compensated at \$75. All notices of required or mandatory meetings or trainings posted or sent to unit members shall clearly indicate that attendance at the meeting or training is mandatory.

~~A unit member has full freedom in the selection of textbooks in accordance with Article VI, except:~~

- ~~e. In late hiring in which case the faculty will use the existing textbook unless the~~

- ~~College approves a request to use an alternative textbook.~~
- ~~d. Where past practices provide for the selection of textbook by the department provided that DCE unit members have the right to participate at their initiative in the departmental selection of texts, where possible.~~

#### 4. Article 14.01 – Salary

**14.01** Beginning the first full payroll period of Spring 2025 semester, compensation for all DCE Steps shall be increased by three and one-half percent (3.5%):

Step 1	\$ <u>1,446</u> per credit
Step 2	\$ <u>1,539</u> per credit
Step 3	\$ <u>1,640</u> per credit
Step 4	\$ <u>1,747</u> per credit

**Lab Ratio-** The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective the first full payroll period of Spring 2025 semester

Step 1	\$ <u>1,070</u>
Step 2	\$ <u>1,139</u>
Step 3	\$ <u>1,214</u>
Step 4	\$ <u>1,293</u>

**14.02** Beginning first full payroll period of the Fall 2025 semester, compensation for all DCE steps shall be increased by two and one-quarter (2.25%) percent:

Step 1	\$ <u>1,479</u> per credit
Step 2	\$ <u>1,574</u> per credit
Step 3	\$ <u>1,677</u> per credit
Step 4	\$ <u>1,786</u> per credit

**Lab Ratio-** The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, the salary schedule shall not apply to the lab component or to any clinical instruction

compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective first full payroll period of Fall 2025 semester ~~consistent with above language~~

Step 1    \$ 1,094  
Step 2    \$ 1,165  
Step 3    \$ 1,241  
Step 4    \$ 1,322

**14.03** Beginning the first full payroll period of the Spring 2026 semester, compensation for all DCE steps shall be increased by two and one-quarter (2.25%) percent.

Step 1    \$ 1,512 per credit  
Step 2    \$ 1,609 per credit  
Step 3    \$ 1,715 per credit  
Step 4    \$ 1,826 per credit

**Lab Ratio-** The calculation of which shall include any additional compensation for a lab component. The salary for a lab component of a course shall be calculated at a rate of .74 of the salary applicable to a class/credit hour of the salary step schedule, however, the salary schedule shall not apply to the lab component or to any clinical instruction compensated on an hourly basis. Implementation of the lab ratio shall not reduce the compensation of any unit member.

Lab Ratio effective first full payroll period consistent with above language

Step 1    \$ 1,119  
Step 2    \$ 1,191  
Step 3    \$ 1,269  
Step 4    \$ 1,351

**14.043** The salary schedule set forth in 14.01-14.032 shall be implemented in accord with the following guidelines:

- A. A new faculty member would normally be employed at Step 1, but may, at the discretion of the President or designee, be placed at Step 2 or Step 3 on the above schedule based upon degrees, experience, and qualifications.
- B. A unit member shall advance from Step I to Step 2, or from Step 2 to Step 3 if hired at Step 2, upon teaching a sixth (6th) course in the Division of Continuing Education at the College. This step advancement will occur even if the sixth course is taught concurrently with the fifth course. A unit member may be paid at multiple steps in the same semester.

- C. A unit member shall advance from Step 2 to Step 3 upon teaching an eleventh (11<sup>th</sup>) course in the Division of Continuing Education at the College. This step advancement will occur for the eleventh course even if the eleventh course is taught concurrently with the tenth course. A unit member may be paid at multiple steps in the same semester.
- D. A unit member shall advance from Step 3 to Step 4 upon teaching a sixteenth (16<sup>th</sup>) course in the Division of Continuing Education at the College. This step advancement will occur for the sixteenth (16<sup>th</sup>) course even if the sixteenth (16<sup>th</sup>) course is taught concurrently with the fifteenth (15<sup>th</sup>) course. A unit member may be paid at multiple steps in the same semester.
- ~~E. A unit member who has at least eight years of seniority in the Division of Continuing Education at the College shall advance to Step 4 in the salary schedule.~~
- E. The implementation of this schedule shall not reduce the compensation of any unit member.
- F. Effective commencing with Fall 2015 semester course assignments, a unit member teaching at more than one Community College may, for salary purposes only, request that his or her salary step include courses ~~and years~~ taught at such other community colleges; any such request provides authorization for such community colleges to disclose all College records pertaining to such unit member. Upon confirmation of the courses ~~and years~~ previously taught, the member's salary shall be calculated accordingly. Except for salary purposes, this article shall not alter individual college's seniority lists and seniority is not transferred from one community college to another. This provision does not apply to a DCE faculty member with more than a two (2) year break in service in the Community College system.

**14.054** Unit members compensated on an hourly basis shall receive the following increases:

- Beginning on the first payroll of the Spring 2025 semester ~~September 202~~ - three and one-half (3.5%) ~~four (4.0%)~~ percent
- Beginning on the first payroll of the Fall 2025 semester - two and one-quarter (2.25%) ~~four (4.0%)~~ percent
- Beginning on the first payroll of the Spring 2026 semester – two and one-quarter (2.25%) percent

Re-number remaining sections in Article 14 accordingly.

**5. Article XX – Holdover (NEW)**

Add new Article XX – Holdover as follows:

**ARTICLE XXI – Holdover**

In the event that the Employer and the Association shall fail to secure a successor Agreement as hereinafter provided in Article XXI prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a successor agreement is executed.

**6. Article XXI – Duration (Re-Numbered)**

**ARTICLE XXI – Duration**

This Agreement shall be in full force and effect from September 1, 2024~~3~~, through August 31, 2026~~4~~.

**7. Form DCE – E1 – Course/Instructional Materials Checklist Form**

See Attached A - Revised E1 – Checklist Form

**8. MOA – Payment for Under – Enrolled Courses**

Amend MOA for Under-Enrolled Courses located in the back of the CBA to reflect changes in salary rates per this Agreement. The Amended MOA is attached hereto (Attachment B).

**9. Signature Page**

Amend Signature Page to reflect the parties' current signatories

This Memorandum of Agreement is subject to ratification/approval by both Parties.

WHEREFORE, the Parties hereto set their signatures and seals as follows:

**On Behalf of the Board of Higher Education**

**On Behalf of the MCCC DCE Unit**

---

Dated: 2/20/26

---

Dated: 2/22/26

**ATTACHMENT A**

**Form DCE-E1**

**DIVISION OF CONTINUING EDUCATION**  
**COURSE/INSTRUCTIONAL MATERIALS CHECKLIST FORM**

Faculty Member: \_\_\_\_\_

Course Title and Section: \_\_\_\_\_

Year and Semester: \_\_\_\_\_

**CHECKLIST FOR COURSE SYLLABUS**

- \_\_\_\_ 1. Instructor's name, office location (if applicable), email address, and preferred method of contact for students
- \_\_\_\_ 2. Course Title/Number
- \_\_\_\_ 3. Meeting days and times
- \_\_\_\_ 4. General course description and prerequisites (according to College catalogue)
- \_\_\_\_ 5. All required, anticipated course readings (whether hard copy or electronic) that a student is responsible for obtaining, texts and paperbacks, including information on publisher and edition used, or website or address link (Note: this does not preclude additional readings being added at the discretion of the instructor).
- \_\_\_\_ 6. Tentative schedule of cCourse toTopics, and/or assignments, and related readings and/or required or supplemental reading.
- \_\_\_\_ 7. Teaching procedures (briefly describe)
- \_\_\_\_ 8. Student Learning Outcomes (list)
- \_\_\_\_ 9. Basis for student grading and calculation of final grade
- \_\_\_\_ 10. Procedure (criteria) for evaluating student performance
- \_\_\_\_ 11. Tentative Test Schedule/Assignment(s) Schedule
- \_\_\_\_ 12. Attendance Policy

\_\_\_\_\_ 13. Institutional Disability Services/Accessibility Resources statement as provided by the  
College

If items on the checklist are missing or if the evaluator has concerns about the syllabus, the faculty member will be advised in writing and will be given fourteen (14) calendar days to resubmit the syllabus/checklist with missing items to the evaluator and/or respond to the evaluator's concerns.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**Memorandum of Agreement  
Payment for Under-Enrolled Courses**

Consistent with the Memorandum of Agreement executed May 17, 2007, the parties hereby agree to the following:

Consistent with the language of Article 14.05, the parties agree as follows regarding compensation for faculty teaching under-enrolled courses which the College chooses to run and pay reduced compensation on a per capita basis.

1. Compensation should be calculated on a per Student/per credit basis according to the following schedule up to but not exceeding full salary:

Per credit/per student	Step I	Step II	Step III	Step IV
January 2025	120.5 <del>10</del>	128. <del>3325</del>	136.6 <del>67</del>	145.5 <del>58</del>
September 2025	123.2 <del>22</del>	131.22	139.7 <del>35</del>	148.8 <del>23</del>
January 2026	<del>125.99</del> 126.00	134.1 <del>777</del>	142.8 <del>792</del>	152.1 <del>78</del>

2. Compensation for lab hours shall be calculated at .74 percent of the per credit salary step schedule per Article 14.01.

Per credit/per student	Step I	Step II	Step III	Step IV
January 2025	89.1 <del>87</del>	94.9 <del>64</del>	101.1 <del>34</del>	107.7 <del>13</del>
September 2025	91.1 <del>821</del>	97.10	<del>103.40</del> 104.42	110.13
January 2026	93.2 <del>34</del>	99.2 <del>98</del>	105.7 <del>26</del>	112.61

This Memorandum of Agreement is subject to ratification/approval by both Parties.

WHEREFORE, the Parties hereto set their signatures and seals as follows:

**On Behalf of the Board of Higher Education**

**On Behalf of the MCCC DCE Unit**

Dated: 2/20/26

Dated: 2/22/26