

Tentative Memorandum of Agreement between  
The Massachusetts Board of Higher Education/Massachusetts Community Colleges and  
The Massachusetts Community College Council/MTA/NEA  
for the Division of Continuing Education  
June 1, 2009 – May 31, 2012

**IMPORTANT NOTE:** For review of the entire language of the Tentative Memorandum of Agreement, see <http://mccc-union.org/>

**Overview of main points with explanatory notes.**

- 1. Salary Change (Article 14):** Chart below shows salary change per credit for Fall 2009 to Spring 2012 and, if no successor agreement is reached, for Spring 2013:

Increase	Fall 2009 - 2010	Spring 2011	Spring 2012	Spring 2013
	0 %	1.5 %	3.5%	3.5%
Step 1	\$ 846	\$ 858	\$ 889	\$ 920
Step 2	\$ 906	\$ 920	\$ 952	\$ 985
Step 3	\$ 974	\$ 989	\$1,023	\$1,059
Step 4	\$1,023	\$1,038	\$1,075	\$1,112

Hourly rates (Art. 14.04) are adjusted by above percentages; first increase Spring 2011.

- 2. Step Advancement (Article 14.05):** New language makes it very clear that members may be paid at multiple steps in the same semester.

*(a) A unit member shall advance from Step 1 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.*

*(b) A unit member shall advance from Step 2 to Step 3 upon teaching an eleventh (11th) 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.*

- 3. Payment for Under-Enrolled Courses (Article 14.06).** MOA executed May 17, 2007, has been incorporated into this Agreement with updated rates for 2009-2013. Compensation for lab hours are calculated on a 1 to 1.5 hours basis (2/3<sup>rd</sup> the rate)::

<u>Per credit/per student*</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
<u>Fall 2009</u>	<u>\$70.50</u>	<u>\$75.50</u>	<u>\$81.17</u>	<u>\$85.25</u>
<u>Spring 2011</u>	<u>\$71.58</u>	<u>\$76.67</u>	<u>\$82.42</u>	<u>\$86.50</u>
<u>Spring 2012</u>	<u>\$74.08</u>	<u>\$79.33</u>	<u>\$85.25</u>	<u>\$89.58</u>
<u>Spring 2013</u>	<u>\$76.67</u>	<u>\$82.08</u>	<u>\$88.25</u>	<u>\$92.67</u>

\*Up to but not exceeding full salary.

4. **Salary Payment (Article 14.10);** new language to reflect the Commonwealth's move to the HR/CMS payroll system:

*"The parties to this contract understand that HRCMS is incorporating unit members into its statewide payroll system effective with academic year 2009-2010. The parties shall meet prior to academic year 2010-2011 to discuss matters pertaining to the HRCMS pay system and schedule(s)."*

5. **Grievance Procedure (Article 7.02(A)) Rights Extended;** unit members may now initiate the Step 3 Mediation Request without having to be approved by the statewide DCE Grievance Committee.

6. **Class Size (Art. 13.05) reduced:**

- a. Class size for traditional didactic classes (lectures) is limited to a maximum enrollment of 32, down from previous 40.
- b. Class size for English Composition, English as a Second Language, Introductory Foreign Languages, and remedial/ developmental courses is limited to twenty-two (22) students, down from previous 30.
- c. Added to listing of those courses for which the College has the right to exceed the above limits: *"in courses taught by more than one unit member at any time during the semester"*

7. **Establishment of a DCE MACER (Management Association Committee on Employee Relations)** to discuss matters of mutual concern to the local DCE unit members and the College. – new Art. 2.07; former Art. 2.07 (Relevant Information) was moved to Article 8.

8. **Electronic Communications (Article 2.08) deleted;** replaced with an *Electronic Communications* MOA establishing two committees that are to be formed within thirty (30) days of execution of this Agreement and that are to submit a preliminary or final report no later than six (6) months from the execution of this Agreement as follows:

- (a) First committee shall identify the current status of electronic communications and formulate a system-wide implementation plan, recognizing individual college's information needs and capabilities.
- (b) Second committee shall recommend standard content and design of forms required by this Agreement, taking into account the importance of forms and communications being designed so they may be utilized electronically.

9. **Article 10.02 – Appointment; add the following final sentence** (this matches language in contract to language on form [DCE-A]):

*"It is assumed that faculty who do not complete and submit the Teaching Availability Form (DCE-A) are not interested in teaching a course that semester."*

**10. Article 11.02 – Student Evaluation;** new student evaluation form (Attachment 1) using language students can understand was developed. Two additional questions were added:

20. *What do you think your grade for this course will be?*

21. *Approximately how many hours a week have you spent on this course?*

Questions 20-22 will not be tabulated with questions 1-19 but will be separately tabulated (**new language added to the end of Art. 11.02(f)**).

**11. Article 13.04 – Workload; add a new first sentence:** *“Classes shall be held as scheduled, including during finals week.” and add new subsection:* “ 4. *by another method proposed by the unit member and approved by the appropriate dean.”*

**12. Insertion of a Preamble statement to the beginning of the contract as follows:**

*“This Agreement is entered into by and between the Board of Higher Education (“Board”) or its successor and the Massachusetts Community College Council/Massachusetts Teachers Association/National Education Association (“Association”) as the exclusive bargaining representatives for all employees in the bargaining unit described in Article I. Both parties to this Agreement recognize the unique contributions of the Community Colleges in providing quality continuing education programs that are responsive to both the educational needs of a diverse student body and the region’s intellectual, cultural, and economic development. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, consistent with the provisions of Chapter 150E of the Massachusetts General Laws. Providing affordable, quality continuing education credit programs to students seeking academic and/or career success within the Community College System is our primary purpose.”*

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**Form DCE-E2****DIVISION OF CONTINUING EDUCATION -- 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 using a No. 2 pencil.

	5 Excellent	4 Very Good	3 Good	2 Fair	1 Poor	0 Very Poor	N/A
1. How well did the course meet the published course description?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. How well were the course goals explained?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. To what extent did you learn what you were supposed to learn in this course?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. How well organized was the course?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. How well prepared was the instructor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. How well did the instructor explain the material?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. How well did the instructor understand the course subject matter?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. How well did the instructor's teaching help you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. How well did the instructor make you think about what you were learning?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. How well did the instructor provide an opportunity for student questions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. How well did the instructor answer questions so that students could better understand the material?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. How well were students given the opportunity to participate actively in class?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. How well did the instructor return assignments and tests in a timely manner?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. To what extent did the instructor grade fairly?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. How well did the instructor help you when you asked for help?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. How well did the instructor start and end class at the scheduled times?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. How effective was the instructor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. How well did the textbook(s) help you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. How well did the extra course materials help you learn?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. What do you think your grade for this course will be?	<input type="radio"/> A	<input type="radio"/> B	<input type="radio"/> C	<input type="radio"/> D	<input type="radio"/> F	<input type="radio"/> unsure	<input type="radio"/> N/A
21. Approximately how many hours a week have you spent on this course?	<input type="radio"/> 0-1	<input type="radio"/> 2-5	<input type="radio"/> 6-10	<input type="radio"/> 11-15	<input type="radio"/> 16-20	<input type="radio"/> more than 20	
22. Would you take a course from this instructor again?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> unsure				

**Comments (print legibly)**

Please provide any additional comments you may have regarding the instructor or the course. These comments will be used to help improve the course. Your instructor will not see the comments until after final grades have been submitted. You may use the back of the form for additional comments. Thank you.