

MEMORANDUM OF UNDERSTANDING

The Board of Higher Education (the "Board") and the Massachusetts State College Association/MTA/NEA (the "Association") make and record the following agreements on this ____ day of June, 2005.

WHEREAS, the Board and the Association are parties to a collective bargaining agreement whose terms and provisions are recorded in a certain Memorandum of Agreement that has been made between them and that bears the date March 1, 2005 (the "Agreement"); and

WHEREAS, the Agreement governs the terms and conditions of employment of the persons who are employed at the State Colleges in the positions depicted in Article I, §A, of the Agreement (the "members of the bargaining unit"); and

WHEREAS, in connection with the securing of funding for the Agreement, the Board and the Association wish to record certain further agreements that pertain to the terms and effect of the Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants hereinafter set forth, the Board and the Association hereby agree as follows:

1. From and after the date hereof, neither the Board nor the Association will require of the other that it negotiate concerning the salaries or any other form of monetary compensation payable to members of the bargaining unit for the period of the fiscal year 2004 (and the same shall therefore be a zero year); the parties will therefore act jointly to withdraw and terminate the fact-finding now in process before Diane Zaar Cochran, Esq., in the matter pending at the Board of Conciliation and Arbitration and docketed as matter PS 089 2004; provided only that the foregoing undertakings shall be and become null and void in the event that the parties are obligated to return to the bargaining table because the Agreement is not funded. The parties shall therefore instruct Diane Zaar Cochran, Esq., as she is the fact-finder in the above described matter, to issue no report in such matter unless and until the parties are obligated to return to the bargaining table because the Agreement is not funded. Nothing in this paragraph 1 shall alter or diminish any right or entitlement to any salary or other form of monetary compensation that is payable to any member of the bargaining unit pursuant to any provision of the collective bargaining agreement that is predecessor to the Agreement.

2. The Board and the Association agree that during the term of the Agreement no recommendation made at any College by means of the set of forums and procedures that are established at such College pursuant to Article VII of the Agreement shall be subject to arbitration pursuant to Article XI of the Agreement.

WHEREFORE, the parties hereto, acting by persons duly authorized therein, hereunder set their signs and seals on the date first above written.

Board of Higher Education

By: _____
Judith Gill
Chancellor

Massachusetts State College Association

By: _____