MEMORANDUM OF AGREEMENT BY AND BETWEEN THE COUNTY OF WESTCHESTER, WESTCHESTER COMMUNITY COLLEGE, AND THE WESTCHESTER COMMUNITY COLLEGE FEDERATION OF TEACHERS

WHEREAS, the County of Westchester ("County"), Westchester Community College ("College") (hereinafter collectively referred to as "Employer") and the Westchester Community College Federation of Teachers ("Union") are parties to a collective bargaining agreement ("CBA") which expired on August 31, 2019, and was further modified for the purpose of wages by a Memorandum of Agreement for the period of September 1, 2019 through August 31, 2021 ("2019-21 MOA").

WHEREAS, the Employer and Union have engaged in collective bargaining for a successor agreement and have reached a tentative agreement, subject to ratification by the Union membership and approval of the terms hereof by the College Board of Trustees and separately the County Board of Legislators: and

WHEREAS, this Agreement shall be construed as if the parties jointly prepare it, and any uncertainty or ambiguity shall not be interpreted against one party, and in favor of the other. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party.

NOW THEREFORE, in settlement of the successor agreement, which shall be effective September 1, 2019 and through August 31, 2025, the Employer and Union agree to incorporate the following terms, as set forth herein or as otherwise attached, into a successor collective bargaining agreement. Except as expressly modified herein, all other terms and conditions of the Parties' CBA and the 2019-21 MOA shall continue in full force and effect. The modified terms, as agreed by the Employer and Union, are as follows:

1. On-line Synchronous and Asynchronous Agreements (Employer Proposal #2)

As attached hereto as Exhibit A, the parties shall incorporate into its successor collective bargaining agreement the following on-line agreements: i) Online Learning Agreement (Asynchronous) (For Credit Based Courses Only); ii) Synchronous Online Learning Agreement (For Credit Based Courses Only); and iii) WEOC &WDCE (Personal Enrichment, Workforce Development and English as a Second Language (ELI)).

2. Open Advising (Employer Proposal #3)

The Parties shall modify the contract to provide: "Full-time faculty members may elect to use one office hour per week for 'open advising' in exchange for not being assigned fifteen (15) students as per Section 4.3(g). 'Open advising' options will be identified by the deans with faculty choosing how to distribute their advising time."

3. Staffing of Unexpected Vacancies (Employer Proposal #4)

The Parties shall modify the contract to provide: "The College may hire new teaching faculty to staff vacancies created by unexpected resignations or other situations in which a faculty member who was scheduled to teach is unable to complete their contractual duties. This shall be position/vacancy specific on a year-by-year basis for up to a maximum of three (3) years on a non-tenure track basis. These hires will not be subject to search and screen procedures. A Search and Screen will be organized upon notice of the vacancy in a timely manner, consistent with the terms of this provision. While serving in this position, the teaching faculty member shall be paid according to the existing salary schedule for the position/title.

If hired into the position, the faculty member may request to the President to have time served count towards tenure if they are ultimately appointed to tenure track position; in this instance, faculty member must request to be observed by the chair and dean, and must perform service each semester during the temporary assignment.

If the faculty member serving in the temporary position is an adjunct, they will not lose adjunct service credit. In addition, an adjunct in the temporary position, shall be eligible to select overload classes as follows: i) if senior adjunct, they shall continue on the priority list as a senior adjunct; and ii) if non-senior adjunct, they shall select as untenured FT faculty."

4. Course Surveys (Employer Proposal #6)

The Parties shall modify Section 4.3(h) of the contract to provide: "The College may use student course surveys to allow all students to report on their course experiences in each course they have taken. The parties shall use the survey attached hereto as Exhibit B. This procedure does not include Workforce Development or, pursuant to Section 9.2 (EOC Exceptions), the Educational Opportunity Center. The form and procedure for EOC and Workforce Development shall be attached hereto as Exhibit C. [NOTE: The parties shall also modify the EOC Exceptions Section to appropriately reference this exclusion]

Faculty shall receive access to the results of their course surveys. Deans may access course survey results for all faculty within their School. Department chairs may access course survey results for all untenured and non-senior adjunct faculty within their department.

If requested by a non-senior adjunct, the results of these course surveys will be sent to a subcommittee of the department who will review the content with the requesting adjunct and the Department Chair.

The surveys per se are exempt for use by the administration in any disciplinary processes. Surveys are intended to be used for the improvement of academic performance and may not be referred to in any other context. A faculty member may choose, however, to include any of the surveys in their promotional folder. After all the above-mentioned meetings have been held, all survey materials shall become the sole property of the individual faculty member.

To the extent such information is subject to FOIL, the College shall redact such information as may be personally identifiable consistent with applicable law."

5. <u>Duration (Union Proposal #1)</u>

The contract shall be for the term of 12:01 a.m. of September 1, 2019, to 11:59 p.m. on August 31, 2025.

6. Acting Interim Administrator Status (Union Proposal #3)

The Parties shall modify the contract to provide: "Effective ratification, unit members assigned or currently in an 'acting' or 'interim' administrator status shall remain members of the unit for up to one (1) year without a search and screen.

A search and screen will be organized immediately upon notice of the vacancy. If the initial search and screen fails, this appointment is renewable on an annual basis for up to a total of no more than three (3) years provided the search and screen process continues.

After three (3) years post-placement, the unit member shall be returned to their former position unless they are offered and accept the administrator position on a permanent basis."

7. Adjunct Bumping Credit (Union Proposal #7)

The Parties shall modify the contract to provide: "Effective ratification, pure adjuncts (i.e., adjuncts who are solely adjuncts and do not have full-time status) who get bumped without the option to teach any other classes at the time they are bumped and have worked for the College for at least two (2) semesters, at the time they are bumped, shall earn seniority for that semester. This will be used to earn seniority (i.e., it shall be used for seniority driven contractual benefits including to determine the proper order of assignments pursuant to Section 3.9 and to determine the appropriate part-time rate of pay pursuant to Section 5.2) but no more than two (2) semesters of credit can be earned through this process. To be eligible, adjuncts are responsible to submit the form which shall be provided at the Department-level."

8. Independent Study (Union Proposal #8)

The Parties shall modify the contract to provide: "Instructors choosing to direct a student(s) in Independent/Individual Study or an Internship shall be compensated at the current part-time faculty rate per credit per student."

9. Non-Teaching Adjunct Sick/Personal Day (Union Proposal #15)

The Parties shall modify the contract to provide: "Effective ratification (for purposes of receipt of benefit), non-teaching (counselors, librarians, coordinators) adjuncts who worked an average of at least half of the full-time scheduled hours for their position shall receive one (!) paid sick/personal day following the completion of a prior worked semester at the start of the next semester they work, provided it occurs within 12 months of the semester the sick/personal day is earned (e.g., adjunct works the spring semester, they shall be eligible/receive one (!) sick/personal day if the next semester they work is the spring semester of the following calendar year (i.e., within 12 months)). An adjunct must use the accrued sick/personal day within the next semester they work. There is no payout or carryover of the sick/personal day from the semester in which it is available for use. Non-teaching adjuncts shall receive one (1) paid sick/personal day the semester in which the Agreement is ratified, provided the conditions set forth above are met."

10. Non-Teaching Adjunct Emergency Closing Event (Union Proposal #16)

The Parties shall modify the contract to provide: "Effective ratification, adjunct counselors librarians and coordinators (non-teaching faculty) shall receive their regular pay for the first full day of an emergency closing event (as determined by the College administration and provided the staff member cannot be relocated to another location on the same campus/site to perform their work). Partial days and days beyond the first full day of the emergency closing shall not be compensable. Under no circumstance shall any non-teaching faculty member be compensated for more than two (2) such days per year (i.e., September 1 - August 31)."

11. Professional Development Fund (Union Proposal #18)

The Professional Development Fund shall be increased by \$5,000 from \$35,000 to \$40,000 per year.

12. Pilot Program Committee (Union Proposal #21)

The Parties shall modify the contract to provide: "Effective ratification, the parties shall establish a committee to review the implementation, experience, and outcomes of the Pilot Programs contained in Attachments C (Student Success Hours) and D (Adjunct Observations) of the parties 2017 Memorandum of Agreement. The committee shall consist of six (6) members: two (2) representatives appointed by the College President; two (2) representatives appointed by the Faculty Senate.

With respect to the Pilot Programs, the committee shall:

- · Determine the extent to which each program was implemented;
- Review staffing options for effective and timely adjunct observations;
- Evaluate the success of each program;
- Issue a report and recommendation to the parties regarding continuation or extension of the programs;

The report shall be provided to the College President or his/her designee and they shall retain full discretion as to whether to act on any recommendation(s) therein.

The committee's issuance of a report and recommendation to the parties shall not constitute a waiver of either party's duty to negotiate in good faith."

13. Sick Bank (Union Proposal #22)

Modify Section 6.3, paragraph 2, to state: "All full-time faculty who contribute to the Sick Bank shall be eligible to use the Sick Leave Bank after one year and one month of continuous service and one year and one month of membership in the Sick Leave Ban, provided they have exhausted all their accumulated sick time."

Modify Section 6.3, paragraph 5, to state: "If at any time during the academic year the total number of days in the Sick Leave Bank falls below 150, the Union will automatically assess Sick Leave Members an additional contribution of one (1) day per member with less than 100 sick days accumulated, two (2) days per member with 100-250 sick days accumulated, and three (3) days per member with more than 250 days accumulated."

14. Salary and Other Compensation (Union Proposal #25)

WAGES (base rate and longevity)

- Year 1 (2019-20) 1% (as provided and paid for in the 2019-21 MOA)
- Year 2 (2020-21) 1% (as provided and paid for in the 2019-21 MOA)
- Year 3 (2021-22) 3.0%
- Year 4 (2022-23) 3.0%
- Year 5 (2023-24) 3.5%
- Year 6 (2024-25) = 3.5%

Within 60 days post ratification of this agreement, a subcommittee of the parties' current bargaining committee will meet during the academic year (i.e., fall or spring semester) to discuss faculty support of the College's DEI and Student Success initiatives. The agreement to meet shall not constitute a waiver of either party's duty to bargain terms and conditions of employment.

Payment of retroactive wages shall be implemented within a reasonable period of time following full ratification of the Agreement and the College shall commence any work to determine eligibility for retroactive payment upon receiving notice that the union membership has ratified the agreement.

Eligibility for retroactive payments is limited to:

- 1. Unit members on payroll effective the date of ratification by the Union membership.
 - a. With respect to adjuncts, the phrase "on payroll" above shall be interpreted as those who worked for the Employer during the term of this Agreement.
- 2. Unit members who retired during the term of this Agreement.
 - a. For the purpose of this provision "retired" covers unit members who would have been eligible to receive retirement benefit payments from the NYS Teacher Retirement System ("NYSTRS") on the day after s/he left service from the College. Notwithstanding this definition, retroactivity shall not be limited to unit members enrolled in NYSTRS.

Bonuses

FT Faculty Bonus: One-time \$2,500 bonus for full-time facility on payroll at the time of the Union's ratification of this Agreement. Payment shall be made within 60 days of full ratification by the parties.

Adjunct Faculty Bonus: Adjunct faculty who were on the payroll at any time between September 1, 2022 and August 31, 2023, shall receive a one-time bonus of \$350, provided the adjunct has earned in excess of \$1,000 pre-tax during the aforementioned period of time.

Adjunct faculty who were on the payroll at any time between September 1, 2023 and August 31, 2024, shall receive a one-time bonus of \$350, provided the adjunct has earned in excess of \$1,000 pre-tax during the aforementioned period of time.

Full-time Faculty are not eligible for the Adjunct Faculty Bonuses. Payment of the Adjunct Bonus shall be made within 90 days of full ratification by the parties.

Professional Development

Teaching Faculty (full-time or adjunct) eligible for either of the bonuses set forth above shall complete three (3) hours of professional development (i.e., training video on the new instructional syllabus template and submission of syllabus in the new format). The completion of these professional development hours must occur within the first full regular semester (i.e., Fall or Spring) worked following ratification of the Agreement.

Non-teaching and non-credit faculty (full-time or adjunct) eligible for either of the bonuses set forth above shall complete three (3) hours of professional development that shall consist of three one-hour training modules on: i) Unconscious and Implicit Bias; ii) Effective Communication Methods; and iii) Creation of an Inclusive Workplace. Administration and faculty may mutually select alternate professional development training modules provided the three-hour requirement is satisfied. The completion of these training hours must occur within the first full regular semester (i.e., fall or spring) worked following ratification of the Agreement.

All professional development responsibilities referenced above shall be communicated by the College to covered faculty members and made available to them asynchronously within 30 days of the start of the applicable semester. The parties agree that such professional development responsibilities shall not exceed three (3) hours and shall be completed by the end of the semester in which notification was provided.

15. Health & Safety (Union Proposal #27)

Modify contract to provide: "The College shall maintain work conditions consistent with State and local law. Grievances under this provision may commence at Step II provided more than one (1) staff member is affected."

16. Work Obligations Outside the Academic Year (Union Proposal #28)

Modify contract to provide: "Teaching faculty have no obligations during the time period before and after the regular semesters (fall and spring) except for cases where a teaching faculty member is unable to complete a regular semester obligation as stated in Section 4.2(d).

A regular semester is defined as the 15-or-16-week period between when instruction begins and ends. Teaching faculty have no obligations during their annual leave with pay or official school closures. The EOC shall be excluded from this clause. See attached Exhibit _D (EOC Calendar MOA)" [NOTE: The parties shall also modify the EOC Exceptions Section to appropriately reference this exclusion].

17. Office Hours (Union Proposal)

Modify Section 4.3(f) of the CBA, as previously modified by Attachment G of the 2017 Memorandum of Agreement, as set forth in Exhibit E attached hereto.

18. WCC Academic Affairs: Department Chairs (Union Proposal)

Modify contract by inclusion of the attached Exhibit F regarding WCC Department Chairs as an addendum to the parties' collective bargaining agreement.

[INTENTIONAL REMAINING BLANK]

FOR THE COLLEGE YOURS

Dr. Belinda Miles WCC President

FOR THE UNION

James Werner WCCFT President

Exhibit A

ASYNCHRONOUS ONLINE LEARNING AGREEMENT (For Credit Based Courses Only)

1. Modes of Instruction Covered by this Agreement:

- a. <u>Asynchronous:</u> Describes a course in which 100% of the direct instruction occurs under time delay; that is, direct instruction is recorded/stored and accessed later. All asynchronous online courses must adhere to applicable federal requirements.
- b. <u>Asynchronous Hybrid:</u> Describes forms of education, instruction, and learning in which there is a combination of asynchronous and in-person instruction. The asynchronous instruction must make up at least 50% of the direct instruction of the course.

2. SCOPE:

- a. This agreement will apply to all of the above unless otherwise differentiated.
- b. This agreement applies to fulltime and adjunct faculty.
- c. Strictly for the purpose of fulltime teaching loads, hybrids will count as 50% online, 50% campus. Fulltime faculty may have a maximum of two asynchronous courses (or the equivalent of two asynchronous courses) as part of their fulltime load. Waivers of this limitation are permissible if consented to by the Union, Dean, and Faculty Member.
- d. The maximum class size for an asynchronous hybrid course shall be 30 students or the campus planning norm (whichever is lower).
- e. The maximum class size for an asynchronous course shall be 25 students or the campus planning norm, whichever is lower.
- f. The maximum class size will be 22 (or the campus cap, whichever is lower) for the first semester a faculty member teaches a new asynchronous or asynchronous hybrid course created by that faculty member and approved as described above.
- g. Asynchronous and asynchronous-hybrid courses cannot be overloaded.
- h. No faculty member shall be required to teach a course covered in this Agreement. Exceptions shall be permitted under emergency circumstances (for example, the COVID-19 Pandemic).

3. COURSE CREATION AND ASSIGNMENTS

a. Each newly created asynchronous course must be approved by the faculty member's department, School Dean and the Academic Vice President.

- b. In the first semester that the course is offered, the faculty member will be allowed to teach an asynchronous or asynchronous hybrid course with a minimum enrollment of 8 students.
- c. Assignments will be based on a faculty member's request and seniority, and will follow processes outlined in the WCCFT Collective Bargaining Agreement. Exceptions listed below will prevent a faculty member from being bumped for the indicated time period.
- d. While faculty are not required to post on their course shell prior to the first day of the semester, they shall post the course outline and sufficient materials for meeting the census requirement (i.e., sufficient materials to demonstrate active participation in the course as described in each course syllabus) no later than 12:01 a.m. on the first day of the semester.

4. FACULTY PROTECTIONS

- a. Faculty members teaching a newly created or newly converted asynchronous and/or asynchronous hybrid course for the first time will be protected for the first and second time offered. [See also Section 3(a) and (b) above]. Therefore, during the protected semesters, no one will be allowed to bump this faculty member from this course. This protection applies only to one section of the same course per semester, whether taught as regular load or overload.
- b. Section 3.9 of the CBA applies to every course offered except for the protection offered to the course creator indicated here.
- c. The two semester protection will be suspended during summer and authorized leaves of absence and resumed upon returning.
- d. When a faculty member chooses not to teach a course one fall or one spring as protected, they can resume the protection the following semester.
- e. If 3.9 does not result in a course assignment for an asynchronous class, once the Department Chair makes the assignment and the adjunct accepts, then the adjunct will receive bumping protection for that semester. The only exception to this bumping protection shall be when a full-time faculty member needs the course to complete their full-time load and this section is the only one remaining.

5. CERTIFICATION AND TRAINING TO TEACH ASYNCHRONOUS COURSES:

- a. Before faculty can deliver an asynchronous or asynchronous hybrid course, faculty must complete the College's 8-hour Online Learning Instruction Certification Program, according to established deadlines.
- b. Required trainings will be offered in the fall and spring semesters with reasonable advanced notice.

- c. Faculty who were approved to teach asynchronous online or asynchronous hybrid prior to the date on this agreement are deemed qualified and eligible for teaching in that modality going forward.
- d. Should the Learning Management System change and faculty need to be retrained, faculty shall be paid one-third the maximum adjunct hourly rate. Such training shall be determined by the College but shall not exceed 20 hours. Training shall include the distribution of course shells for upcoming assigned courses and shall occur during the Fall or Spring semester. Faculty shall not be required to develop course shells or transfer course content.

6. COURSE OBSERVATION

- a. The administration may not enter an asynchronous or asynchronous hybrid class without first notifying the faculty member in the same way that they would if they wanted to observe the faculty member in a classroom. With respect to teaching related materials in the Learning Management System or elsewhere, administration shall notify the faculty member in advance if such items are going to be reviewed.
- b. A new form shall be developed by the Faculty Senate for the observation of asynchronous or asynchronous hybrid classes, similar to the current form but taking into account the nature of such courses.

7. STUDENT EVALUATION

- a. Asynchronous and asynchronous hybrid courses shall be subject to student evaluation in accordance with the provisions of the Collective Bargaining Agreement.
- b. An appropriate form shall be developed consistent with the Collective Bargaining Agreement, for the evaluation of asynchronous and asynchronous hybrid classes, similar to the current form but taking into account the nature of such courses.
- c. Student complaints shall be governed by the same procedure in effect for in-person classes, which is contained in the MOU on Discipline.

8. MISCELLANEOUS

- a. In case of emergency closings, faculty may choose to assign asynchronous classwork in place of an in-person class meeting for an asynchronous hybrid course.
- b. A laptop/tablet will be provided to all fulltime faculty teaching an asynchronous online course. All laptops/tablets will be kept current with respect to the current operating system and virus updates and to comply with the most current guidelines issued by the IT department. The College maintains ownership of the laptop/tablet and IT will maintain these computers. Adjunct faculty who are teaching online may borrow a laptop/tablet for use during the semester/session(s) that they teach online courses. Although every effort will be made to have enough laptops/tablets available for each semester/session, it is possible that at certain times the demand may exceed the supply.

9. COURSE OWNERSHIP

The College acknowledges faculty members shall have sole ownership of any materials they create for any course regardless of mode of instruction under this On-Line Learning Agreement. Faculty members shall take responsibility for obtaining copyright permission where needed to avoid copyright infringements.

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SYNCHRONOUS ONLINE LEARNING AGREEMENT (For Credit Based Courses Only)

1. MODES OF INSTRUCTION COVERED BY THIS AGREEMENT:

- <u>a.</u> <u>Synchronous:</u> Describes an online course in which 100% of the direct instruction occurs in real time without (time) delay.
- <u>b.</u> Any other combinations involving a synchronous component will be approved by both parties on a case-by-case basis (e.g., hybrid, hyflex, etc.).

2. SCOPE:

- a. This agreement will apply to all of the above unless otherwise differentiated.
- b. This agreement applies to both full-time and adjunct faculty.
- c. Synchronous courses will count as online for the purpose of full-time regular (FTR) teaching loads.
- d. The maximum class size for a synchronous class is 30 or the campus planning norm, whichever is lower.
- e. No more than 6 (for faculty with 12 hours FTR load) or 8 (for faculty with 15 hours FTR load) total online (synchronous and asynchronous) teaching contact hours allowed in full-time regular load. Waivers of this limitation are permissible if consented to by the Union, Dean, and faculty member.
- f. Synchronous courses cannot be overloaded.
- g. In case of emergency closings, synchronous classes will follow the same College directives as in-person classes.
- h. Synchronous courses will only be offered with end times before 10am or start times after 4pm, with exceptions if department chair, departmental committee, curriculum chair (as applicable), and administration agree.

No faculty member shall be required to teach a course covered in this Agreement.
 Exceptions shall be permitted under emergency circumstances (for example, the COVID-19 pandemic).

3. COURSE ASSIGNMENTS:

- a. Assignments will be based on a faculty member's request and seniority, and will follow processes outlined in the WCCFT Collective Bargaining Agreement.
- b. As per CBA section 4.4.e. ("In preparing schedules, the department chair, after taking into account the legitimate needs of the college, will make every effort to meet faculty requests"), scheduling, room and technological accommodations must be arranged to the agreement of both parties, and reflect this new modality and the potential for mixed teaching schedules.
- c. If a full-time faculty member takes a synchronous course to satisfy a full-time regular load, the College will provide either a laptop/tablet, office space or a fully equipped classroom for the duration of the synchronous class.
- d. All college equipment will be kept current with respect to the current operating system and virus updates and to comply with the most current guidelines issued by the IT department. The College maintains ownership of the technological equipment and IT will maintain these computers.
- e. Adjunct faculty who are teaching synchronous courses will be provided either a laptop/tablet, office space or a fully equipped classroom. Adjuncts may borrow a laptop/tablet for use during the semester/session(s) that they teach synchronous courses. Although every effort will be made to have enough laptops/tablets available for each semester/session, it is possible that at certain times that the demand may exceed the supply.

4. CERTIFICATION AND TRAINING TO TEACH SYNCHRONOUS COURSES:

- a. Any faculty, including newly hired or returning faculty, who teach a synchronous course for the first time must complete the College's 2-hour online technical training which may be completed concurrently with instruction and completed by the end of the second week in which the course is taught. Completion of this training shall serve to fulfill the pre-requisites for the (asynchronous) On-line Learning Institute Certification Program.
- b. Required trainings will be offered in summer, fall and spring semesters with reasonable advanced notice.

- c. Faculty who were approved to teach synchronous courses prior to the date on this agreement are deemed qualified or eligible for teaching in that modality going forward.
- d. Should the Learning Management System change and faculty need to be retrained, faculty shall be paid one-third the maximum adjunct hourly rate. Such training shall be determined by the College but shall not exceed 20 hours. Training shall include the distribution of course shells for upcoming assigned courses and shall occur during the Fall or Spring semester. Faculty shall not be required to develop course shells or transfer course content outside of the academic calendar.

5. COURSE OBSERVATION:

- a. The administration may not enter a synchronous or synchronous hybrid class without first notifying the faculty member in the same way that they would if they wanted to observe the faculty member in a classroom. With respect to teaching related materials in the Learning Management System or elsewhere, administration shall notify the faculty member in advance if such items are going to be reviewed.
- b. A new form shall be developed by the Faculty Senate for the observation of synchronous classes, similar to the current form but taking into account the nature of such courses.

6. STUDENT EVALUATION:

- a. Synchronous courses shall be subject to student evaluation in accordance with the provisions of the Collective Bargaining Agreement.
- b. An appropriate form shall be developed consist with the Collective Bargaining Agreement, for the evaluation of synchronous classes, similar to the current form but taking into account the nature of such courses.
- c. Student complaints shall be governed by the same procedure in effect for in-person classes, which is contained in the MOU on Discipline.

7. Course Ownership

The College acknowledges faculty members shall have sole ownership of any materials they create for any course regardless of mode of instruction under this On-Line Learning Agreement. Faculty members shall take responsibility for obtaining copyright permission where needed to avoid copyright infringements.

Synchronous Online Learning Agreement

WEOC & WDCE (Personal Enrichment, Workforce Development and English as a Second Language (ELI))

1. MODES OF INSTRUCTION COVERED BY THIS AGREEMENT:

- a) Synchronous: Describes an online course in which 100% of the direct instruction occurs in real time without (time) delay.
- b) Any mode of instruction not currently offered (as of Fall 2023) shall be subject to the parties' negotiations.

2. SCOPE:

- a) This agreement applies to all categories of faculty teaching not-for-credit courses at WEOC or WDCE, regardless of the rate at which they are paid.
- b) The maximum class size is 30 or the program/course class maximum, whichever is lower.
- c) Synchronous courses will count as online for the purpose of full-time regular (FTR) teaching loads, as may be applicable in Section (d) below.
- d) To the extent regular full-time faculty are engaged in synchronous teaching for the WEOC or WDCE, the parties shall met to discuss contact hour requirements consistent with the terms of this Agreement and the parties' collective bargaining agreement.
- e) Synchronous courses cannot be overloaded.
- f) Any changes in the mode of instruction after course selection has occurred shall be treated as a course cancellation allowing faculty to assert seniority rights in selecting a replacement course.
- g) In case of emergency closings, synchronous classes will follow WEOC and/or WDCE established protocols as for its in-person classes.

3. COURSE ASSIGNMENTS:

- a) Assignments will be based on a faculty member's request and seniority and will follow processes outlined in the WCCFT CBA.
- b) Faculty who are teaching synchronous courses will be provided either a laptop/tablet, office space or a fully equipped classroom. Faculty may borrow a laptop/tablet for use during the assigned timeframe that they teach synchronous courses. Although every effort will be made to have enough laptops/tablets available, it is possible that at certain times that the demand may exceed the supply.

4. CERTIFICATIONS AND TRAINING:

- a) Faculty will be directed to administrator-approved resources for training. Faculty training obligations shall not exceed two (2) hours.
- b) Faculty who were approved to teach synchronous courses prior to the date on this agreement are deemed qualified or eligible for teaching in that modality going forward.

c) Should the Learning Management System change and faculty need to be retrained, the parties agree to meet to negotiate such change.

5. COURSE OBSERVATION:

Administration may not enter a synchronous class without first notifying the faculty member in the same manner that they would if seeking to observe an in-person class. With respect to teaching materials, administration shall notify the faculty member in advance if such items are going to be reviewed.

6. STUDENT EVALUATION:

- (a) Synchronous courses shall be subject to student evaluation as per existing WEOC and WDCE procedures.
- (b) Student complaints shall be subject to the WCC/WCCFT 2013 Discipline MOU and in accordance with SUNY/UCAWD requirements.

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Exhibit B

Student Survey of Instructor

Cou	rse l	nformation:	
		Why are you taking this course? Select all that apply	
		Requirement for degree	
		Interested in subject matter	
		Elective	
Cou	rse (Organizing and Planning	
Γ	1)	The instructor organizes lectures, discussions, and/or demonstrations well.	4-Point Likert Scale w/NA
Γ	2)	The instructor's course outcomes have been clearly stated or listed on course outline.	4-Point Likert Scale w/NA
Γ	3)	The instructor has accomplished the objectives of the course up to this point.	4-Point Likert Scale w/NA
Г	4)	The instructor begins and ends class on time.	4-Point Likert Scale w/NA
Γ	5)	The instructor is prepared for class.	4-Point Likert Scale w/NA
Com	mur	nication	
Γ	1)	The instructor presents material in a clear manner, emphasizing major points.	4-Point Likert Scale w/NA
Γ	2)	The instructor displays enthusiasm for the subject.	4-Point Likert Scale w/NA
Γ	3)	The instructor discusses relevant examples.	4-Point Likert Scale w/NA
Г	4)	The instructor provides informative feedback on assignments/exams.	4-Point Likert Scale w/NA
Facu	lty 8	Student Interaction	
Γ.	1)	The instructor encourages student participation.	4-Point Likert Scale w/NA
Γ	2)	The instructor gives the freedom to ask questions and discuss ideas.	4-Point Likert Scale w/NA
Γ	3)	The instructor presents/welcomes differing points of view.	4-Point Likert Scale w/NA

☐ 4) The instructor encourages students to think for themselves.	4-Point Likert Scale w/NA
5) The instructor takes an interest in the progress of the students.	4-Point Likert Scale w/NA
The instructor is concerned that students are learning the material.	4-Point Likert Scale w/NA
7) The instructor is available for conferences during stated hours.	4-Point Likert Scale w/NA
The instructor is helpful and responsive.	4-Point Likert Scale w/NA
9) The instructor shows respect to all individuals.	4-Point Likert Scale w/NA
Assignments, Exams & Grading	
1) The instructor utilizes useful learning materials.	4-Point Likert Scale w/NA
7 2) The instructor's assignments are beneficial to learning.	4-Point Likert Scale w/NA
The instructor has adopted a consistent system of testing and grading.	4-Point Likert Scale w/NA
7 4) The instructor is prompt in grading assignments and exams.	4-Point Likert Scale w/NA
Overall Summary	
1) This instructor has been effective.	4-Point Likert Scale w/NA
7 2) I would recommend this instructor.	4-Point Likert Scale w/NA
Student Comments:	
☐ 1) <u>Comments</u>	Long Answer

Exhibit C

2023c 2029OS-VP Course Evaluation

Please take a few minutes to complete this evaluation and share your comments. Your responses are important to us so that we may continue to improve the quality of our classes. Thank you!

Le agradeceremos su colaboración con este cuestionario. Sus respuestas nos ayudarán a mejorar la calidad de los cursos. ¡Gracias!



 \odot

Not shared

Please choose your class section/Por favor, escoja la sección de su clase.

OS-VP01, Instructors:



OS-VP23, Instructors: 0

Next

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Please mark the number that best represents your response to the following questions / Por favor indique el número que mejor representa su respuesta a las siguientes preguntas:

My Instructor/Mi Profesor

H

DESCRIPTION OF THE PERSONS ASSESSMENT	Name and Address of	-	_	_
THE LOT				31

	Strongly Agree/Muy De Acuerdo	Agree/De Acuerdo	Neutral/Neutro	Disagree/ En Desacuerdo	Strongly Disagree/Muy en Desacuerdo	
demonstrated knowledge of the subject./demostró conocimiento de la materia.	•	0	0	0	0	
organized and presented the subject clearly./organizó y presentó el material claramente.		Ο	Ο	0	0	
was enthusiastic about the subject./ estaba entusiasmado/a con la materia.	•	0	0	0	0	
started and ended class on time./empezó y terminó la clase en horario.		0	0	0	0	
used class time well./usó el tiempo en clase adecuadamente.	•	0	Ο	0	0	
answered questions	•	0	0	0	0	

well./contestó preguntas bien.						
provided opportunities to practice new skills./proporcionó oportunidades para poner en práctica las nuevas habilidades adquiridas.	•	0	0	0	0	
included opportunities for learning and practicing OUTSIDE of class./incluyó oportunidades para aprender y practicar AFUERA de la clase.	•	0	Ο	0	0	
presented material in a variety of ways./presentó el material de diferentes formas.	•	0	0	0	0	
used materials and texts appropriately./usó materiales y textos apropiadamente.	•	0	0	0	0	
used visual aids (e.g. pictures, objects, drawings) effectively./usó ayuda visual (e.g. fotos, objetos,	•	0	0	0	0	

dibujos.)

Clear selection

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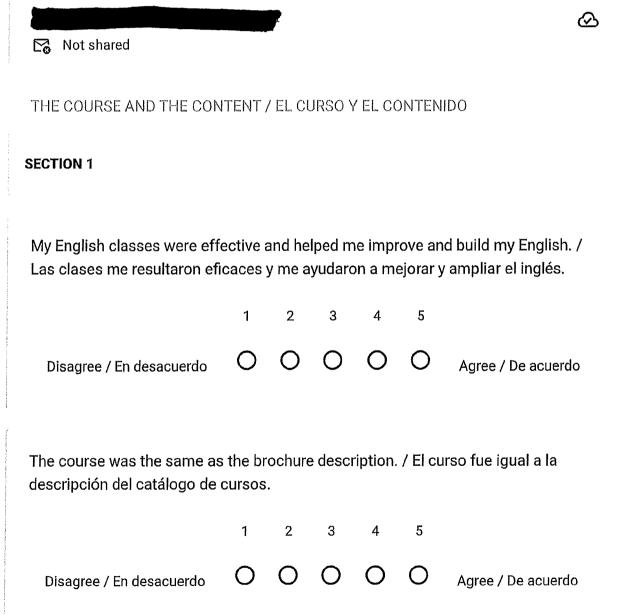
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2023c 2029OS-VP Course Evaluation



The course was relevant to recesidades.	ny nee	ds. / E	l curso	fue ac	lequad	o para mis
	1	2	3	4	5	
Disagree / En desacuerdo	0	0	0	0	0	Agree/ De acuerdo
Use of audio and video mate helped me learn. / El uso de ayudó a aprender.						
	1	2	3	4	5	
Disagree / En desacuerdo	0	0	0	0	0	Agree / De acuerdo
	÷					
SECTION 2						
Please answer the following qu siguientes preguntas lo más de						
Which activity was the best, you the most. ¿Cúal fue la a ayudó?		-				
Your answer						
What did you find most valua más valioso o útil del curso?		useful	about	the co	urse?/	¿Qué le pareció lo
Your answer						

What did you like least about the course? Why? / ¿Qué es lo que menos le gustó del curso? ¿Por qué?

Your answer

How can we make this course better? / ¿Cómo podemos mejorar este curso?

Your answer

Would you recommend this course to others? / ¿Le recomendaría este curso a otros?

Your answer

Do you have any additional comments or suggestions for future classes? / ¿Algún comentario adicional o sugerencia para futuras clases?

Your answer

Thanks for your responses and comments. Le agradecemos sus respuestas y comentarios.

If you would like to speak to an administrator about your class please contact:
Si le gustaría conversar más sobre su clase, por favor comuníquese con:
Claudia Carco, Assistant Dean of ESL / Decano de ESL
914-606-6651 <u>claudia.carco@sunywcc.edu</u>

Thanks! / ¡Gracias!

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Submit

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Clear form

HSEF/ MATH1000/ Mathematics Foundations/ Instructor:

This survey will take approximately **10-15** minutes to complete. Please give serious thought and consideration to the questions presented, as your responses will be used to gain meaningful feedback of your experience with the instructor. It is completely anonymous. Thank you for taking the time to complete it.

* Required

Course Organization and Planning

1.	Please respond to the following statements to the best of your ability. *	

	Strongly Disagree (1)	Disagree (2)
The course is organized in a way to help me learn	\circ	0
The instructor organizes lectures, discussions, and/ or demonstrations well	\circ	\circ
The course provides a mixture of lecture and practice	\circ	
The instructor begins and ends class on time	\circ	0
The instructor's course expectations have been clearly stated or listed on a course outline or syllabus	0	0
The instructor is prepared for class	\circ	\circ

}

Communication

2. Please respond to the following statements to the best of your ability. *

	Strongly Disagree (1)	Disagree (2)
The instructor presents material in a clear manner, emphasizing major points	\circ	\circ
The instructor exhibits thorough understanding of the subject matter	0	\circ
The instructor provides informative feedback on assignments/ exams	0	\circ
The instructor uses helpful examples to clarify the materials as needed	\circ	0
The instructor displays enthusiasm for the subject	\circ	\circ

Faculty and Student Interaction

3. Please respond to the following statements to the best of your ability. *

	Strongly Disagree (1)	Disagree (2)
The instructor guides discussions well	\bigcirc	\circ
The instructor encourages students' questions and participation	\circ	\circ
The instructor treats students with respect	\circ	0
The instructor takes an interest in the progress of the students	\circ	0
The instructor managed class time effectively	\bigcirc	\circ

Assignments, Exams and Grading

4. Please respond to the following statements to the best of your ability. *

	Strongly Disagree (1)	Disagree (2)
The instructor clearly explains assignments	\circ	0
The instructor follows the grading procedures as outlined in the syllabus	\bigcirc	\circ
The instructor returns graded assignments and exams timely	\circ	\circ

Additional Questions and feedback

The next set of questions will be typed responses

ō.	What did you find most valuable or useful about the course ?
ĵ.	What did you like least about the course and why ?
7.	How can we make this course better ?
3.	Would you recommend this course to others and why ?
€.	Would you recommend this Instructor to others and why ?

10. Additional feedback or comments	
1	

Course evaluation survey

11. F	How	satisfied are you with the knowledge you gained from the course? *				
(\subset	Very satisfied				
(\subset	Satisfied				
(Neither satisfied nor dissatisfied				
(C	Dissatisfied				
(\subset	Very dissatisfied				
12. C	12. Do you feel you achieved your desired learning outcome? *					
(\subset	Yes				
(\supset	No				
(\subset	Not sure				
13. F	low	would you rate the instructor's overall teaching performance? *				
* Anny of the Land of the State		1 2 3 4 5				
P	oor	Exceller	nt			

4 4			1 6		ا. ا
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Please respond to the best of your ability

	Strongly Disagree (1)	Disagree (2)
Instructional materials used in this course were aligned with the course objectives	\bigcirc	0
Use of Google Classroom helped facilitate learning	\bigcirc	\circ
The course textbooks and materials used helped me learn	\circ	\circ
The use of computers, audio, and video materials helped me learn	\bigcirc	0
15. Did the course meet your expectation? *		
Yes		
O No		
O Not sure		

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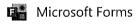


Exhibit D

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Westchester County Community College ("College") and Local 2431, Westchester Community College Federation of Teachers, New York State United Teachers, American Federation of Teachers, AFL-CIO ("Union").

WHEREAS, the College and the Union are parties to an existing collective bargaining agreement covering the terms and conditions of employment for a variety of faculty positions at the College, including EOC Department Chairpersons:

WHEREAS, the current collective bargaining agreement (CBA) is for the term of September 1, 2022 to August 31, 2023.

WHEREAS, the Union filed a grievance on August 26, 2022, alleging a violation of Section 9.2 (EOC Exceptions) based on the College's issuance of the "2022/23 EOC Academic Calendar." In addition, the Union alleges violations of Sections 1.6 (Maintenance of Standards) and Section 5 (Compensation) as part of the same grievance.

WHEREAS, the parties met on November 2, 2023, in mediation, to discuss a potential resolution of the matters set forth in the August 26, 2022 grievance. The terms of that resolution are set forth below:

NOW THEREFORE:

- 1. The EOC Calendar Year runs from July 1 to June 30 consistent with grant funding. The EOC Calendar Year consists of two (2) terms running from July through December and January through June as defined herein.
- EOC Department Chairpersons are expected to work a ten (10) month calendar during
 the aforementioned EOC Calendar Year typically running from late-August through
 December and following the MLK holiday in January through graduation, as defined
 below. The Department Chairpersons calendar shall be inclusive of all contractual leave
 time such as break period (e.g., Spring Break) and contractually recognized holidays.
- 3. EOC Department Chairpersons calendar shall run until the EOC graduation or June 15 whichever occurs first, but from the College graduation (May) to the EOC graduation (or June 15, as applicable), the Department Chairpersons shall only be required to work five (5) in-person administrative hours per week. Other Chair responsibilities may be completed remotely as the Chairpersons deems appropriate.
- 4. Department Chairpersons shall have the right to volunteer to work "overload hours" outside of their regular contact work hours.
- 5. The Union shall withdraw its August 26, 2022 grievance with prejudice.

- 6. The execution of this MOU shall not constitute an admission of fault or guilt by either party.
- The language of all parts of this MOU shall be construed as a whole, according
 to its fair meaning, and not strictly for or against either party, regardless of who
 drafted it.
- 8. This MOU shall constitute the full and complete agreement of the parties.
- All terms and conditions of the existing CBA between the parties that are not directly in conflict with the terms of this MOU shall remain the same and in full force and effect.
- 10. Any disputes arising as to the terms of this MOU shall be subject to the grievance procedure contained in the parties' CBA.
- 11. This MOU shall expire on August 31, 2024, unless mutually extended by the parties.

Dr. Belinda Miles

Date

Jim Werner

Date

President, WCC

President, WCCFT

Exhibit E

Office hours should be used by faculty to meet with each student in order to increase communication between faculty and students to foster academic excellence, to encourage student achievement, and to assist in student retention. The faculty will post a minimum of five office hours per week (eight for English Department members with four-course load). These hours are to be posted, announced in class, and filed with the appropriate division office. Office hours should not be regularly scheduled during common hours.

FULLTIME FACULTY (5 OFFICE HOURS)

Fulltime faculty who do not teach an online course as part of their fulltime load are required to have five office hours per week with a minimum of four hours in the office, and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

Fulltime faculty who teach one or more online courses as part of their fulltime load are required to have five office hours per week with a minimum of three hours in the office, one hour online, and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

These clauses will be adjusted for those faculty who are required to have 8 office hours.

Projects must be mutually acceptable to the administration and the faculty. Suggestions might be modeled after payback hours for librarians and ASC coordinators. The following is a list of suggestions but by no means exhaustive.

Professional development: Webinars, CTS, Brown Bag Donate time to tutorial Workshops/Reviews for students Mentor new faculty Mentor students Research new software that might improve success rate. Any other pre-approved project

FULLTIME FACULTY (8 OFFICE HOURS): ENGLISH

Fulltime faculty who do not teach an online course as part of their fulltime load and required to have eight office hours per week must have with a minimum of six hours in the office, one online office hour and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

Fulltime faculty who teach one or more online courses as part of their fulltime load and are required to have eight office hours per week may have a minimum of five hours in the office, two hours online, and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

4895-3496-2362, v. 1

Exhibit F

Exhibit F

WCC Academic Affairs: Department Chair*

The Department Chair is a faculty member who has the authority and responsibility for facilitating the operation of a department, the fundamental academic unit within the School, for the delivery of academic programs in accordance with College, SUNY, and NYSED policies and practices, and meeting accreditation standards. The Department Chair coordinates departmental and institutional strategic plans, including hiring and evaluation of department personnel, and departmental budgets and resources such as space and equipment resource management. This authority is subject to approval by the Dean and the Provost. The Department Chair communicates with other academic departments, Deans and the Vice President of Academic Affairs to ensure that the College's mission, goals and strategic objectives are met.

*Pertains only to credit departments, and does not include WEOC or WDCE

Categories of Responsibilities:

Leadership

- 1. Provide leadership in the development and review of long-range departmental goals, objectives, and assessments including review of necessary resources.
- 2. Communicate standards for quality instruction and encourage faculty to participate in the development of these standards through departmental meetings and committees.
- 3. Recommend adjunct faculty hires and refer adjunct faculty to the appropriate School Dean.
- 4. Maintain communication with other campus units when necessary to advance the goals of the Department, School, and/or College.
- 5. Provides guidance and support to Departmentally housed curriculum.

Faculty Development and Support

- 6. Advise full-time faculty members on the reappointment, tenure and promotion processes in accordance with central committee guidelines; conduct classroom observations and write recommendation letters for all reappointment, tenure and promotion applications.
- 7. Develop justification and submit requests for new faculty and staff hires.

Management

- 8. Schedule and staff all courses (in consultation with the Curriculum Chair(s) when applicable) for both upcoming terms and ongoing courses on an emergency basis.
- 9. Coordinates with Information Technology (IT), faculty, staff, Media, and/or administrators to resolve cyclical replacement and new software/hardware installation projects.
- 10. Prepare any requested annual report and departmental budget. Direct the expenditure of approved funds.
- 11. Maintain files of current departmental syllabi and course outlines and oversee the evaluation and revision of these documents by department members.
- 12. Facilitate, hear, and attempt to resolve issues including student complaints, grade appeals, classroom management problems, and department interpersonal conflicts.
- 13. Preside over all departmental meetings, and work to facilitate departmental policies set at such meetings (i.e., adoption of common textbooks, departmental exams, new courses, etc.).
- 14. The Department Chair communicates with other academic departments, Deans and the Vice President of Academic Affairs to ensure that the College's mission, goals and strategic objectives are met.

Release Time, Compensation & Stipends

• Department Chairs shall receive six (6) hours of release time per fall and spring semester, except current departments that are receiving three (3) hours of Department Chair release

time will remain at three (3) hours. When an individual holds both the Department Chair and Curriculum Chair roles, the total release time will generally be 6 or 9 hours. Exceptions will be disclosed prior to accepting the positions.

- Department Chairs (or approved volunteer designees) may voluntarily perform up to a maximum of 30 hours of summer work (July 1 August 31) with a minimum of 15 hours reserved for the last two weeks of August. This voluntary summer work will be paid at the individual's current rate of adjunct pay. All summer work may be conducted remotely.
- Department Chairs and/or their designees will be expected to keep track of time worked and provide this to their School Deans by September 1 for reporting purposes.
- This benefit does not pertain to EOC or WCDE Department Chairs.
- Summer work shall be consistent with the duties enumerated in the above sections.

Curriculum Chair Duties*

The Curriculum Chair is the faculty subject matter expert for a degree or certificate program. Their role is to guide, inform, coordinate, plan, review and lead in all matters pertaining to their particular curriculum.

The Curriculum Chair reports to the Dean and works in coordination with the Department Chair of the department housing the curriculum. The Curriculum Chair coordinates with the Department Chair on issues related to the program that have an impact on departmental activities such as departmental course scheduling, room scheduling, and resource distribution. All activities below will occur during the Fall and Spring semesters.

*Pertains only to credit departments, and does not include WEOC or WDCE

- 1. Monitor, evaluate, and revise (when necessary) curriculum requirements to College, industry, accreditation, SUNY or NYSED standards.
- 2. Delivers Program Review every five years. A Program Review includes an assessment of program PLO's, an accompanying written report no more than fifty pages in length including appendix, an external team review and a list of recommendations. In the year of a program review, School Deans will identify a commensurate reduction in responsibilities with the Curriculum Chair.
- 3. Review year over year changes to course-level, final grade distribution to identify academic areas of concern within a curriculum. Report provided by IR one month after the start of academic semester.
- 4. Represent the curriculum in recruiting and co-curricular events. Academic Affairs Administration will provide a list of all events to the curriculum chair with all dates and times that will occur in a semester. The list will be provided no later than the first week of the semester. Curriculum Chairs will promptly notify the appropriate Dean of their selection of events. Participation is required at two such events per semester, on campus or at an extension site. Saturday Open Houses are not mandatory but will count as equivalent to two events. A Curriculum Chair may choose to use additional Curriculum Chair hours for this purpose at their discretion.
- 5. Monitor program information on the college's website and various software platforms (degree auditing software, etc.), and approve all updates to that information on an annual basis.
- 6. Provide academic program advisement to students enrolled in the program and seeking advisement. Act as a liaison with other members of the college community who provide advisement, including counselors, deans and faculty.
- 7. Evaluate degree applications that do not automatically meet graduation requirements by the required deadlines. Required deadlines will not be scheduled outside the Fall and Spring semesters.
- 8. Grant required permissions, waivers, course substitutions, plan changes, and other actions as deemed necessary.
- 9. Assist Transfer Evaluator when necessary by evaluating transcripts of incoming students to determine credit to be granted towards curriculum requirements.
- 10. Communicate changes to the Program to Admissions, Transfer, Counseling, and Publications Offices.
- 11. When necessary, advise and assist Department Chair on course scheduling, staffing, faculty hiring, and preparation of annual report as needed.
- 12.In cooperation with Assistant Dean of Academic Affairs and Associate Dean, contribute to the preparation of articulation agreements with four-year institutions.
- 13. Attends Curriculum Chair meetings called by the School Dean or the Vice President for Academic Affairs at a mutually agreeable time.

- 14. Any work requested of the Curriculum Chair by administration outside the Academic Affairs Division that is related to the management of an academic program must be routed through Vice President for Academic Affairs. Deans are responsible to ensure that hours allocated in this agreement are not exceeded, and volume of work equates with scope of the job responsibilities
- 15. Establish and maintain an advisory board. Plan advisory board meetings and meet as required. Establish relationships with the appropriate professional communities and other communities of interest.

Released Time and Stipends

- Curriculum Chairs receive 3 credit hours of release in the Fall and Spring semesters.
- Programs that have consistently enrolled over 1,000 students in the fall semester will receive 6 credit hours of release. Other programs will be evaluated in advance of curriculum chair appointment/reappointment. The union will be informed of any proposed changes to course release time. If there is a dispute about good cause for any changes in course release it shall be subject to the grievance procedure.

4875-8933-6254, v. 1